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### Current Topics.

#### The New Lord of Appeal.

THE PROMOTION of Sir RICHARD HENN COLLINS to the vacant Lordship of Appeal is quite one of the best appointments which could have been made. Throughout his career at the bar and on the bench he has been distinguished for very wide learning and a patient and temperate judicial dignity of demeanour which has won him the confidence, not only of the profession, but of suitors. As a Lord Justice and Master of the Rolls, coming from the King's Bench Division, he has distinguished himself by a familiarity with the principles of equity and the business of the Chancery Division which does not fall far short of his Chancery colleagues—a matter of grave importance in the present position of the House of Lords, where Lord MACNAGHTEN remains the only judicial member representing the Chancery side of the courts. On his own side he is *facile princeps* in the ranks of the judges, as a former editor of Smith's Leading Cases with an extensive practice should be; and he was, next to the author and the late Mr. Justice WILLES, the most learned of the remarkable list of men who have edited that well-known text-book. Apart from the uniform standard of sound sense and able reasoning which have marked his judgments, he has shown that he can rise to higher emergencies with great effect. As an arbitrator in the Venezuelan case he was very successful; but no judge has raised the reputation of the bench to a higher level than was shewn in the fearless and remarkable judgment in which he delivered the decision of the Court of Appeal against one of his own colleagues. It is not the lot of many judges to have so uncomfortable an opportunity of demonstrating the unflinching attitude of English justice. To have done it so effectively and to sit with that colleague for a large part of the succeeding period is a high tribute to him and to English life generally. It is true that Lord COLLINS (as we assume that he will now be) was not rarely overruled by the House which he now joins; but the composition of that tribunal has been in recent years very promiscuous, and the good sense of the judgments of the Court of Appeal has sometimes been restored by legislation: the Minister of Education is now engaged on one of these tasks. There is no doubt that Lord COLLINS will add largely to the strength of the Supreme Court of Appeal; and if the appointment was to be made from the existing judges, without regard to the balance between law and equity, no wiser selection could have been made.

### The New Master of the Rolls.

THE APPOINTMENT of Lord Justice COZENS-HARDY to the vacant Mastership of the Rolls is more or less a matter of routine, if the growing infirmities of his only senior, Lord Justice VAUGHAN WILLIAMS, are to be taken to point rather to retirement than to promotion. Fortune has further favoured the present Master in the successive resignations of Lords Justices STIRLING and ROMER, who would have taken rank before him; and after only eight years on the bench he thus finds himself in the important position of President of the Court of Appeal. Nevertheless, his promotion is well deserved and will be very popular with the legal profession, with whom he has always been a favourite from the time when he devoted himself to the interests of both branches as chairman of the Bar Committee and Council, and also as a member of Parliament. His record as a judge both of first instance and of appeal is excellent; many of his judgments in the Court of Appeal are models of clear reasoning and apt expression. The only defect which a severe critic could find in his judicial qualities is an occasional disposition to hunt after technicalities which please him a little too much. His admirable business qualities and popularity will make him a *persona grata* in those extra-judicial duties, whether connected with the Law Society or with the Public Record Office, which devolve officially upon the Master of the Rolls.

### Lord Justice Kennedy.

THE ADVANCE of Mr. Justice KENNEDY to the Court of Appeal is also normal. The vacancy is by courtesy a King's Bench post, and he is the senior puisne judge of the division after Mr. Justice GRANTHAM and Mr. Justice J. C. LAWRENCE, and neither of them could under present circumstances expect a repetition of the political favour to which they owe their position on the bench. Lord Justice KENNEDY has not hitherto fully justified on the bench his Cambridge reputation and his success as a "local" at Liverpool; but it is generally considered that he will do better in the Court of Appeal. He makes a better judge *in banc* than when sitting alone in civil or criminal cases, in which his extreme sense of responsibility affects his power of decision and gives an air of weakness to his painstaking and cautious habits. But he recovers confidence when he can share responsibility; and prudence and caution are no mean recommendations in a Court of Appeal. His interests are wide rather than deep, but he has had a large experience, and should make an effective member of the court: he can hold his own views with tenacity and express them in vigorous English.

### Mr. Justice Pickford.

MR. JUSTICE PICKFORD, who succeeds to the place in the King's Bench Division vacated by Lord Justice KENNEDY, receives everywhere a warm welcome. Like his predecessor, he earned his early laurels as a Northern "local" barrister, and followed them up with a large practice in the Admiralty Court in London. These modern offshoots of decentralization appear to be taking the bench by storm, and there is no doubt that, as a rule, they gain a wider experience in more branches of law than the more highly specialised London bar, and those who can follow this up with a successful practice in London have undoubted advantages. The new judge has made a great reputation in many directions, and he is already, as Recorder of Liverpool, a criminal judge of some standing. He has also had the unique experience of representing the bar in litigation—a position which has, we believe, not fallen to the lot of anyone since the great *Serjeants' case*, tried some seventy years ago. His selection is due to his own qualities, and is unbiased by political influence. He should be a tower of strength, both physical and intellectual, to the King's Bench Division, which has latterly been somewhat lacking in this quality.

### The Court of Appeal.

THE OBJECT of the Bill to amend the law with respect to the Court of Appeal, which has been brought into the House of Lords by the Lord Chancellor, is, of course, to facilitate and expedite as much as possible the hearing of appeals by providing for an increased number of sittings in the Court of Appeal. By clause 1, any division of the Court of Appeal may,

with the consent of the Lord Chancellor, consist of two judges of the Court of Appeal sitting together, and shall, if so constituted, have all the jurisdiction and powers of the Court of Appeal. By clause 2, the Supreme Court of Judicature Act, 1899, is repealed. That Act, by section 1, enabled an appeal, if the parties consented, to be heard and determined before two judges of the Court of Appeal, and it may reasonably be supposed that this section is superseded by the Lord Chancellor's Bill. But the section proceeded to enact that if two judges, having heard an appeal or motion, should differ in opinion, the case should, on the application of any party to the appeal, be re-argued and determined by three judges of the Court of Appeal before appeal to the House of Lords. It is difficult to understand why a similar provision is omitted from the new Bill. Where a court consists of two judges only, and the judges are divided in opinion, the order appealed from is taken to be affirmed—a result which is always unsatisfactory to the party bringing the appeal. He may, of course, appeal to the House of Lords, but in many cases the expense of such a proceeding would cause him to prefer a re-hearing before the Court of Appeal.

### Newspaper Reports of Decided Cases.

IT is always difficult to forecast the exact value which may be attached by judicial discretion to reports of cases in the daily newspapers. Whenever, as occasionally happens, a newspaper report is accepted as authoritative, this is generally done under a sort of protest, or the circumstances are said to be "exceptional" in some way or other. In *Joseph Thorley (Limited) v. Orchis Steamship Co.* (1907, 1 K. B. 243), CHANNELL, J., followed a decision of the Court of Appeal seventeen years old, and reported only in the *Times* Law Reports, observing: "I think I must follow the last case upon this point, which, although only in the *Times* Law Reports, seems to be quite clear and well reported. As we know, from being there, it would be reported by a barrister." The case went to the Court of Appeal, and the court affirmed CHANNELL, J., and followed their previous decision without remark as to its being preserved only in the *Times* report (*ante*, p. 289). The case itself is of great intrinsic importance, the decision being that "deviation" from the contemplated course of the voyage disentitles the shipowner from setting up, as a defence to an action for damage through negligent unloading, a clause of exceptions in the bill of lading. The effect of a deviation is to discharge the shipper from his liability under the exceptions in the bill of lading, just as (now by section 46 of the Marine Insurance Act, 1906) a deviation discharges an insurer from his liability under the policy of insurance.

### The County Courts Bill.

THE LEADING provisions of the County Courts Bill, which has been introduced in the House of Lords by the Lord Chancellor, deal with the jurisdiction of the registrars, and with the remuneration of deputy judges, and the appointment of assistant judges. At present, under section 92 of the County Courts Act, 1888, the registrar has jurisdiction in disputed claims up to £2, "on the application of the parties and by leave of the judge." It is proposed to dispense with the application of the parties, and to confer the jurisdiction, but still only by leave of the judge, "unless any party desires a hearing before the judge;" and the limit of jurisdiction is to be increased to £5 where the registrar is either a district registrar of the High Court, or the registrar of a court to which the provisions of the new section may be applied by an order of the Lord Chancellor. This represents an instalment of reform, though it falls very far short of the compulsory jurisdiction up to £5 which has for a long time been widely advocated. A clause is introduced correcting the slip in section 4 of the County Courts Act, 1903, by which the word "eight" was substituted for "five" throughout section 102 of the Act of 1888, instead of being substituted only as regards the number of jurors. Under section 24 of the Act of 1888, a county court judge may retire on a pension in case of permanent infirmity; it is proposed that he may also be granted a pension after twenty years' service. An important and much-needed concession is made to county court judges in the provision of



clause 11, that a deputy appointed in the case of the illness of a judge may, on the recommendation of the Lord Chancellor, be remunerated by the Treasury. The congested state of business in some of the busier courts has been a matter of frequent complaint in recent years. It is now proposed to deal with this by the appointment of assistant judges, clause 12 providing that "the Lord Chancellor may, if he is satisfied that the state of business in the courts of any judge so requires, appoint a barrister-at-law of at least seven years' standing to assist the judge for such time as the Lord Chancellor may authorize." It is further provided that the Treasury may, on the recommendation of the Lord Chancellor, allow an assistant judge such remuneration as they think fit, but the number of assistant judges to whom such remuneration is allowed is not to exceed five at any one time.

#### An Extraordinary Slander Case.

AN ACTION for slander in which a most extraordinary defence was raised was tried last week at Edinburgh in the Court of Session. The slander was in its nature of the most serious possible description; it was no less than a statement, appearing in the columns of the newspapers of the defendants, that the plaintiff had been arrested as the guilty party in a case of murder. There was no shadow of foundation for the statement; but the defence was that the plaintiff, in combination with one or more of certain named persons, had caused the telegrams which were published in the newspapers to be sent to the defendants with the deliberate object of such telegrams being published, in order that the plaintiff might obtain a sum of money as damages for slander and share it with his partners in the plot. The plot, however, failed, for the jury, by their verdict, found that this plea was true. Whether any case exactly on the lines of this has ever come before the courts of this country is doubtful. There have been many cases where a plaintiff has been proved to have purposely procured the statement he complains of to be made, and where the defendant has been asked questions in order to entrap him into making the statement. In such cases, as a rule, the action must fail. If a plaintiff can prove no publication except such as was brought about by himself or by his agent demanding some explanation from the defendant, the publication will, as a rule, be privileged if the statement was made without express malice. Such cases, however, have nearly always occurred where some rumour had got about concerning the plaintiff, or else where he imagined that such rumour had got about, and so he had caused questions to be put to the defendant, anxious to find some victim for his displeasure. A case like this Scotch case, where false news was deliberately supplied that it might be published in a paper with the sole object of getting money from the proprietors of the paper, is probably unprecedented. It only shews the extreme difficulty which the most carefully managed papers have in keeping clear of the law of libel. No amount of care can guard against such plots as this. If a man deliberately assumes the character of a trusted correspondent of the paper, and gets sent to the paper a libel about himself, it may be very easy for the proprietors of the paper to prove that they were deceived, but very difficult to prove by whom they were deceived.

#### Mr. Harold Brown on Company Law.

ATTENTION MAY be usefully directed to the paper on the Report of the Company Law Amendment Committee, which was read by Mr. HAROLD BROWN at a meeting of the Institute of Directors on the 13th of February. The report, which it will be remembered was issued last June, dealt, amongst other matters, with the recent decrease in the registration of companies, and found that this was due in part to the stringent provisions of the Companies Act, 1900—in particular to the requirements of section 10 with regard to the issue of prospectuses. Upon this Mr. HAROLD BROWN founds a strong argument for the restoration of the freedom in the formation and management of companies which characterized company legislation previously to the Act of 1900. He points out that at that time the policy of the Legislature was to leave to persons who form themselves into joint stock companies a free hand, and not to put them, or the companies which they

might form, or the governing bodies of those companies, into fetters or leading-strings, and he submits "that it is very largely owing to the freedom which was so granted (and which fortunately to a great extent still continues) that joint-stock enterprise in this country progressed so rapidly." His exceptionally large experience of the working of companies, going back now, as he reminds us, for forty years, leads him to advocate strongly the continuance of this freedom, and to deprecate any policy which will deter prudent men of business from undertaking the responsibilities of directors. From this point of view he regards the Act of 1900 as utterly wrong, and he expresses this opinion in vigorous language: "The Act of 1900 is a narrow-minded disgrace to the Statute Book, and an insult to our national reputation for integrity and common sense. It stands justly branded by the committee of 1905 with ignominy, and the sooner it is swept away and forgotten the better." Possibly the committee would not agree that this was the intention of their report, which was far too cautious a document to brand an Act of Parliament with ignominy or anything else; and, indeed, Mr. HAROLD BROWN is only speaking of the effect which by inference he attributes to it. And the Act of 1900 is not altogether bad, for it got rid of sections 25 and 38 of the Act of 1867, both of them, as he observes, conspicuous instances of bad legislation under the influence of panic. But the practical outcome of his review of the subject is that the Act of 1900 is only fit for the waste-paper basket, and that the Legislature ought to restore to companies the freedom of issue and management which they formerly enjoyed. It follows that he is strongly opposed to the suggestion that companies should be compelled to publish their balance-sheets to the world, and he would carry the principle of limited liability to its legitimate conclusion by dispensing with the six dummies and enabling an individual to trade in his own name as "limited" upon filing the same information as is required from a company.

#### Territorial and Personal Jurisdiction.

LAST WEEK we referred to the importance of the Norwegian fishermen's case, as raising questions of wide extent and great difficulty with respect to the distinction between the two grounds of the jurisdiction of courts of law—territorial and personal. A case has now been decided, differing *toto coelo* from the question of fishing in the Moray Firth, but illustrating in a striking way how unexpectedly this distinction between territorial and personal jurisdiction may crop up. In *Moulis v. Owen* (reported elsewhere), the Court of Appeal decided, by a majority (COLLINS, M.R., and COZENS-HARDY, L.J.), that a cheque on a London bank, given in French territory for a gaming debt, could not be sued on in the English courts. MOULTON, L.J., delivered a lengthy dissenting judgment, in the course of which he pointed out that the statute 9 Anne c. 14 in particular, as well as all the Acts relating to gaming, appeared to be directed only against gaming within the territory of the kingdom, and the Lord Justice based the principle of his dissenting judgment on this view of the statutes. "Now *prima facie* the legislation of a country is territorial. Its Acts are intended to apply to matters occurring within the realm and not beyond it, and this principle applies more especially to Acts that are penal in their character. . . . If we examine this *catena* of statutes, we find, in my opinion, not only an absence of any indication that their operation is not restricted to the realm, but abundant indications to the contrary." It is remarkable that this, the main ground of Lord Justice MOULTON's dissenting judgment, was (so far as appears) not even referred to in either of the shorter judgments delivered by the Master of the Rolls and COZENS-HARDY, L.J. Another circumstance is that MOULTON, L.J., also differed as to the weight to be given to a *nisi prius* decision of WILLES, J., in *King v. Kemp* (8 L. T. 255). The majority of the court declined to regard the case as authoritative, whilst MOULTON, L.J., relied on it as an authority which supported his own view of the principle of the case before him. The other two judges preferred to follow the diametrically opposite decision of Lord MANSFIELD in *Robinson v. Bland* (1 W. Bl. 759), and the dissenting judge, on the one hand, and the majority, on the other hand, each considered the cases rejected respectively as probably ill-reported!

## Operations in "Futures."

It is stated that a movement has been initiated by the Leicester Chamber of Commerce to make dealings in time bargains in raw materials penal, and calling upon the Government to support any proposal, either national or international, having for its object the suppression of time bargains on public exchanges. It may be assumed that the Gaming Acts could be successfully pleaded to an action brought in respect of any such transactions, though they were not void by the common law. In the United States speculative transactions for the sale of wheat or cotton for future delivery, commonly called "futures," have been considered by the different State courts, and the following definition of the line separating legal from illegal contracts has been given. "A contract for the sale and purchase of wheat to be delivered in good faith at a future time is one thing, and is not inconsistent with the law. But such a contract entered into without an intention of any wheat passing from one party to the other, but with an understanding that at the appointed time the purchaser is merely to receive or pay the difference between the contract and the market price, is another thing, and such as the law will not sustain. This is what is called a settling of the differences, and as such is clearly only a betting upon the price of wheat against public policy, and not only void, but deserving of the severest censure. The ground of decision in these cases is that such contracts are against public policy because they tend to unsettle the natural course of trade and tempt the parties to them to work for a rise or fall in the prices of the commodities on which their wagers are laid without regard to actual values and by methods calculated to promote their own profit at the expense or ruin of others without reciprocity of benefit." The object of the legislation suggested by the Leicester Chamber of Commerce would seem to be, not merely to defeat actions upon such contracts, but to make those who enter into them guilty of a criminal offence.

## "My Lord."

THERE WAS some diversity in the manner in which learned judges were addressed by the bar when sitting in court before the Judicature Acts. The Vice-Chancellor, sitting in Lincoln's Inn, was always "Your Honour," and the judge at Westminster "My Lord." The fusion of law and equity has introduced some uniformity of procedure in the exordium of a learned counsel, and every Chancery and King's Bench judge is addressed as "My Lord;" the expression "Your Honour" having migrated to the county courts. The tendency in the law reports, whenever it is necessary to speak of a judge, appears to be to speak of "his lordship," an expression for which the words "the learned judge" were substituted in the older reports. We have indeed heard that that erudite practitioner, Mr. Serjeant WILLIAMS, the editor of Saunders's Reports, could not bear to hear a puisne judge called "My Lord." He insisted that this term of respect should be reserved for the chiefs of the different courts. If one of the puisne judges, following a custom which still lingers in the courts, put a question to him before one from the chief had been answered, he was accustomed to say, "Sir, I will answer your observations after I have replied to my lord." The learned serjeant, we believe, went further, and contended that by ancient usage the president of the court, and not his colleagues, had the right to hold speech with counsel. The usage must certainly have been beyond the memory of man, for it is wholly forgotten at the present day.

## The Reckless Sale of Revolvers.

HAVING recently had occasion to comment on the insufficiency of the provisions of the Pistols Act, 1903, to prevent the reckless sale of revolvers, we are not surprised to read that, on the trial of a youth at the Old Bailey for an attempt to murder by shooting, Mr. Justice RIDLEY observed that it was the fifth case at those sessions arising out of the use of revolvers, and that, under section 4 of the Act, the prisoner, being under eighteen years of age, and not being exempt by virtue of section 7 of the Gun Licence Act, 1870, was liable to a penalty for carrying a pistol, and ought not to have been supplied with a gun licence. The learned judge, after expressing his opinion that the law

required alteration, asked a police inspector whether the post office official to whom application was made for a gun licence made any inquiry. The answer was that it was the duty of the official to do so, and a witness, who supplied the gun licence, said that he did not know that he ought to have questioned the prisoner as to his age. It seems obvious that some corroborative evidence as to the age of the person applying for a licence should be required. Such evidence is required in many cases where young men seek to obtain privileges which give them less opportunity of doing mischief than is afforded by the possession of a gun licence.

## Australian States' Constitutions.

A BILL HAS been introduced into the House of Lords to amend the constitutions of the six States forming the Commonwealth of Australia, after circulation amongst the Governments of the various States (called "Colonies" in the memorandum prefixed to the Bill) and being approved of by them. The object of the Bill is to simplify and make uniform the provisions regulating the reservation of Bills passed by the Legislatures of any of the six States, the present enactments on the subject being in a very confused state and constantly giving rise to differences of opinion here and in Australia as to what Bills should be reserved. When uniformity on this point has been introduced into the State constitutions, another step in the direction of unification could much more easily be taken, by delegating to the Governor-General of Australia some, or all, of the powers of the Crown with respect to reserved Bills and assenting to, or disallowing, them. The new Bill aptly illustrates the ease with which amendments can be effected in the existing constitutions of the autonomous parts of the Empire, as compared with the difficulty which any such amendments might cause in the United States of America.

## Voting by Machinery.

THE AMERICAN courts seem to be disposed to encourage the use of voting machines in substitution for the ordinary mode of voting by ballot. The opinion of the justices of the Supreme Court, furnished to the House of Representatives, is to the effect that the requirement of the constitution that representatives "shall be chosen by written vote" may be complied with in voting by a machine which registers each vote cast without the aid of separate ballots, and that the provisions for sorting and counting the votes do not prevent the use of machines in voting and in counting the votes. And in Minnesota, where the constitution provided that elections should be by ballot and a State statute authorized the adoption of a voting machine that should secure secrecy and be generally efficient, it was held that voting by the machine was voting by ballot with the meaning of the constitution. It will be remembered that voting machines not only do away with separate paper ballots, but in some cases substitute mechanical accuracy for the sensible knowledge of the voter that he has voted as he wished and for the responsibility of officials for the count.

## Contracts for Sale by Trustees.

It frequently happens that a trustee who is selling property has not at the time he enters into the contract the necessary power for carrying the sale into effect, and it then becomes a question whether he can cure the defect by obtaining the concurrence of the beneficiaries. Upon this the recent decision of SWINFEN EADY, J., in *Re Baker and Selmon's Contract* (1907, 1 Ch. 238) will be found instructive. Ordinarily, when a vendor has not a complete title to the property at the date of the contract, it is sufficient if he is able to make a title by procuring the concurrence of all necessary parties at the date fixed for completion; or, where there is an action for specific performance and a reference as to title has been directed, if he can make a title upon the reference. "It is impossible to deny," said Lord ELDON, C., in *Jenkins v. Hiles* (6 Ves., p. 655), "that upon the old authorities a specific performance might be obtained, if the title could be made good before the report": see *Wynn v. Morgan* (7 Ves. 202), *Mortlock v. Buller* (10 Ves., p. 315). This, however, assumes that the purchaser,



upon discovering the vendor's want of title, has not at once repudiated the contract, but has continued to treat upon the footing of the contract being in existence. "I am of opinion," said ROMILLY, M.R., in *Forrer v. Nash* (35 Beav. 167), "that when a person sells property which he is neither able to convey himself, nor has the power to compel a conveyance of it from any other person, the purchaser, as soon as he finds that to be the case, may say, 'I will have nothing to do with it.' The purchaser is not bound to wait to see whether the vendor can induce some third person (who has the power) to join in making a good title to the property sold."

A vendor, therefore, who contracts to sell without having a title, puts himself at the mercy of the purchaser. If the purchaser, upon discovering the defect, does not repudiate the contract, then the vendor can go on to complete his title, and when he has done so, he can, unless there has been undue delay, enforce performance of the contract. But while it is clear that the purchaser, if he intends to take advantage of the defect of title to repudiate the contract, must do so promptly, there may be some doubt as to the nature of the defect which will justify him in taking this course. "I am not prepared to hold," said TURNER, L.J., in *Murrell v. Goodyear* (1 D. F. & J., p. 451), "that in the case of *bonâ fide* conduct on the part of a vendor putting up property for sale in which he has a partial interest, supposing himself to have the entire interest, it is competent to the purchaser to say that the contract shall be no contract, if the vendor is ultimately able to make a title to the property according to the more extended interest he has contracted to sell. I certainly have always thought that in such a case the purchaser could have no right to resist a specific performance of the contract." If, however, the learned Lord Justice added, he had any such right, he was bound to insist upon it at the first moment: cf. *Salisbury v. Hatcher* (2 Y. & C. C. 54). Hence, whatever be the nature of the defect in the vendor's title, the purchaser, if he intends to insist on it, must do so at once, but as against a *bonâ fide* vendor it may be that no such right exists, and that he is entitled to complete his partial title by obtaining the concurrence of other persons interested at completion (see *Chamberlain v. Lee*, 10 Sim., p. 450); and certainly he can do this where the nature of the defect is such that there is no need to cure it till completion, as where upon the sale of a lease a licence to assign is necessary: *Ellis v. Rogers* (29 Ch. D. 661).

As regards a sale by trustees which is not authorized by the existence of a power or trust for sale immediately exercisable, the defect may be cured either by obtaining the concurrence of the beneficiaries, or, where there is a tenant for life, by procuring a sale by the tenant for life under his statutory powers. These two methods, however, are, as was pointed out in *Re Bryant and Barningham's Contract* (44 Ch. D. 218), quite distinct. There the vendors entered into a contract as trustees for sale. Upon investigation of the title it appeared that they were trustees under a will whereby the property was devised upon trust to permit the testator's widow to reside therein during her life, and after her decease upon trust for sale. To the purchaser's requirement of evidence of the death of the widow, it was answered that she was living, and would make a title as tenant for life under the Settled Land Acts. This the purchaser refused, and required the return of his deposit. It was held by KAY, J., and the Court of Appeal, that he was right, inasmuch as the sale by the tenant for life involved the substitution of a new contract for that which had been entered into by the trustees. The purchaser, said CORROX, L.J., has contracted with the vendors that they should make a good title as trustees under the will, and he has never agreed to purchase from the tenant for life. The two titles, in fact, were totally distinct, and the purchaser was not bound to take a title from the tenant for life, notwithstanding that it was offered while he was still treating the contract as in force. The tenant for life, it was noticed, could not have cured the defect by mere concurrence in the trustees' conveyance. "If the tenant for life were a person who could concur, so as to make the title of the vendors a good title, the case would be different. But the title of the vendors in this case is not made good by joining with them the persons entitled to sell under the Settled Land Acts": per CORROX, L.J.

But though the trustees may be able to cure their want of an immediate power of sale by obtaining the concurrence of persons who represent the entire beneficial interest, the effectiveness of this course will depend upon the time at which they are in a position thus to complete their title. As in other cases of defective title, the purchaser is entitled to take advantage of the defect and treat the contract as at an end. At any rate, he may do so if the vendors allow the day fixed for completion to pass without shewing that they can procure the necessary concurrence. This was decided in *Re Head's Trustees and Macdonald* (45 Ch. D. 310). There, as in *Re Bryant and Barningham's Contract* (*supra*), trustees under a will held real estate upon trust to pay the rents to the testator's widow for her life, and then upon trust to sell. In December, 1889, they put the property up for sale, the widow being still alive. The day fixed for completion was the 24th of January, 1890. To cure the obvious defect they offered the widow's concurrence, and contended that by the surrender of her life estate the trust for sale could be accelerated. On the 7th of January the purchaser repudiated the contract on the ground that a good title had not been made, and it was not till the 29th of January that the vendors offered to procure the concurrence of the beneficiaries. It was held that this was too late. The day for completion had passed before the offer was made, and even when it was made it did not appear—so FAY, L.J., pointed out—that the vendors had at that time power to bind their beneficiaries. But the learned Lord Justice reserved the question of what would have been the effect if the offer in an effective form had come earlier. "The objection having been taken to the title, the vendors said that they would obtain the concurrence of the beneficiaries. Now, if that had been done at an early stage of the proceedings, and if the trustees had been able to shew that the beneficiaries did in fact consent to join, and an opportunity had been given of investigating their title, and it had been shewn that they would concur in reasonable time, it is by no means clear to me that the vendors might not have enforced their contract. It is not necessary to decide that point."

A step towards deciding it has, however, been made by *Re Baker and Selmon's Contract* (*supra*). Under a will a freehold house was vested in a trustee upon trust for the testator's widow for life, and then for his ten children equally as tenants in common. The trustee had no present or future power or trust for sale, but in April, 1906, the widow and the ten children, all of whom were of age, authorized and requested the trustee to sell the house and to hold the proceeds upon trusts corresponding to those of the will. Accordingly the property was put up to auction and sold, the vendor purporting by the conditions to sell as trustee under the trusts and powers vested in him under the testator's will. In answer to the purchaser's objection that he had no power or trust for sale, the vendor produced the written request of the beneficiaries and offered their concurrence. This, so SWINFEN EADY, J., held, was sufficient. He distinguished the case from *Re Head's Trustees and Macdonald* (*supra*) on the ground that the trustee had the written authority of the beneficiaries when he entered into the contract, and they were therefore legally bound to carry out the contract and to concur in the conveyance. It will be seen that the case is stronger than that suggested by FAY, L.J., in the passage quoted above, and it still remains an open question whether, under such circumstances, a trustee can effectively fortify his title by obtaining the consent of the beneficiaries promptly after the sale. But the practical conclusion is that, whenever there is any doubt as to the trustee's power of sale, the course adopted in the present case should be followed, and the written authority of the beneficiaries obtained before the sale.

Lord Justice Farwell has been ill, and is not expected to return to the bench till next week.

In the House of Commons, on the 27th ult., Mr. Maclean asked the Attorney-General whether, in view of the favourable consideration given last session by the Lord Chancellor and himself to the advisability of abolishing imprisonment for non-compliance with orders of the county court for monetary payments, he was now able to state whether legislation would be introduced at an early date to amend the law. The Attorney-General said: "I understand the subject is still under the consideration of the Lord Chancellor, and that he contemplates the introduction of legislation, but I cannot say when."

## Completion as Affected by Registration of Title.

*Unregistered land.*—Where land is not registered, completion is a simple process: the vendor or his solicitor hands to the purchaser or his solicitor a duly executed conveyance of the land, together with such title-deeds as have to be handed over, and in return he receives the purchase-money. There is no interval of time between the vesting of the property in the purchaser and the payment of the purchase-money. Where the money is paid by cheque, there is the possible risk of its being dishonoured, but this risk can be reduced by arranging that the payment shall be made by a marked cheque—*i.e.*, one that the purchaser's banker undertakes to honour, or by a banker's cheque on the Bank of England.

*Land in Middlesex or Yorkshire.*—Where land is situate in Middlesex or Yorkshire, there is the possible risk of an assurance to some person other than the purchaser being registered before his conveyance is registered, in which case that other person will have priority over the purchaser. But a fraud of this nature is extremely rare, as the possession of the title-deeds by the vendor renders it unlikely that any instrument capable of being registered has been executed. Under the Yorkshire Registries Amendment Act, 1885 (48 & 49 Vict. c. 26, s. 3), provision is made for registering a *caveat* in favour of a purchaser, the effect of which is that an assurance to him registered within the time mentioned in the *caveat* has the same priority as if it had been registered upon the date of the registration of the *caveat*. In practice completion on the purchase of land in Middlesex is made without reference to the possible risk of an assurance being registered in favour of a stranger subsequently to the date of the searches made by the purchaser, and while we do not know to what extent *caveats* are used in Yorkshire, we believe that, unless the circumstances are exceptional, they are not used.

*Unregistered land in a compulsory district.*—In practice completion is made in the same manner as if the land was not in a compulsory district. Additional security to the purchaser may be obtained by lodging a priority notice under the Land Transfer Rules, r. 95, at the registry, reserving priority for his application for registration, the effect of which is to reserve priority during fourteen days from the lodgment of the notice, or during such further time as the registrar shall think fit, of an application made in accordance with the notice over any other application made in the meantime. The notice may be lodged by any person entitled to apply for registration as first proprietor or his solicitor, or, with his consent in writing, by any other person or his solicitor. Without discussing who is entitled to apply for registration, we may say that, generally speaking, the vendor, and in all cases the purchaser, if he has contracted to buy for his own benefit an estate in fee simple, or held on a lease for life or lives, or determinable on a life or lives, or held for a term of years of which more than twenty-one are unexpired, can lodge the notice. In practice a priority notice is seldom lodged. If no priority notice is lodged, the only risk to a purchaser is that of a caution against first registration being lodged after he has searched the registry for cautions of this nature, and if he makes the final search immediately before completion, the risk is one that may in most cases be disregarded.

*Registered land.*—On completion, the vendor must deliver to the purchaser a transfer ready for registration, and either hand the land certificate to him or deposit it at the registry: Land Transfer Act, 1897, s. 8; Land Transfer Rules, r. 268. If an unregistered assurance is required, it must also be executed and delivered to the purchaser, and the purchaser must pay his purchase-money. It has been suggested that, as the title of the purchaser is not complete till he has been registered, he ought not to pay his purchase-money till this has been done. But it will be observed that the only possible risk is that of a caution having been lodged after the date at which he searched the register, and if he makes the search immediately before completion the risk is but small: it is not greater than the risk which was run in conveyances of land in Middlesex where the purchase-money was paid before the memorial was lodged for registration.

Another plan is to lodge a priority notice at the registry under Land Transfer Rules, r. 117, the effect of which is practically the same as that of a priority notice under Land Transfer Rules, r. 95.

Where part only of the land is comprised in a title, the very convenient procedure of the Land Transfer Rules, r. 57 may be adopted, under which, on the joint application of the vendor and purchaser, accompanied with a transfer executed as an escrow, the purchaser may be provisionally registered as proprietor, but the new land certificate will be delivered to the vendor, and during a period not exceeding twenty-one days specified in the application the registration is provisional only, and may be cancelled by delivery of the new land certificate to the registrar together with a declaration that the purchase-money has not been paid, and the service of such notice as the registrar shall think fit; the result being that if the purchase-money is paid within the prescribed time, the vendor hands the new land certificate to the purchaser and the registration becomes absolute at the end of the period. On the other hand, if the money is not paid, the vendor can cause the transfer to be vacated and remains the registered proprietor. It will be observed that this scheme cannot be adopted where the whole of the land in the title is to be conveyed to the purchaser.

It has been suggested (Brickdale & Sheldon, 39) that where the whole of the land is to be conveyed to the purchaser, the vendor should procure the registration of the purchaser and that he should hand over the land certificate in return for the purchase-money. There would not be any serious risk in adopting this course, as before completion, the vendor could not deal with the land, as the purchaser would be registered as proprietor, and the purchaser could not deal with the land, as he would not hold the land certificate. If the purchase-money was not paid, the vendor could apply to the court to enforce his lien by declaration of charge and order for sale. In order to avoid the necessity of applying to the court, the purchaser should execute a power of attorney expressed to be irrevocable—see Conveyancing Act, 1882, s. 9—for a limited time, authorizing the vendor to retransfer the land to himself at any time after the day fixed for completion, so that if the purchase-money is not paid he will be able to be registered as proprietor of the land, while if the purchase-money is paid, the power of attorney will be handed to the purchaser and destroyed, so that it cannot be used to his disadvantage.

Where a person innocently claiming under a forged transfer of a charge left it in the Land Registry for registration and it was duly registered, and on the discovery of the fraud the true owner of the charge applied for and obtained rectification of the register, the person claiming under the forged transfer was refused an indemnity under the Land Transfer Act, 1897, s. 7, on the ground that, by bringing the transfer to the registrar and requesting him to register it, he had warranted it to be a genuine document, and that he had thereby brought about the registration of the charge in his name and so "caused or contributed to the loss" within the Land Transfer Act, 1897, s. 7, sub-section 3, and further, that, as he took nothing under the forged transfer, he had not "suffered loss by the rectification" within the Land Transfer Act, 1897, s. 7, sub-section 4: *Attorney-General v. Odell* (1906, 2 Ch. 47).

It is quite possible, as suggested in Hogg's *Ownership of Registered Land*, that where the transfer is lodged by the vendor at the registry the purchaser does not warrant it to be genuine, but it must be remembered that if it is forged the purchaser takes nothing under it, and consequently suffers no loss and is not entitled to compensation under the Land Transfer Act, 1897, if on the discovery of the fraud the register is rectified: see *Attorney-General v. Odell* (*supra*).

*Sales by Mortgagees.*—There are three cases for consideration: (a) Where the land, though situated in a compulsory district, has not been registered; (b) where the land was registered after the mortgage was made; (c) where the land was registered before the mortgage was made.

(a) Where the land has not been registered, completion will be made in the same manner as if the land was not situate in a compulsory district. If the mortgage was made by assignment of leaseholds for a term of which, at the time of the sale, forty years at least are unexpired, or which are held for two or more lives (Land Transfer Rules, r. 69), it will be proper for the



vendor to stipulate in the conditions of sale that the purchaser shall forthwith be registered, as until this is done the legal estate remains in the mortgagee, who, therefore, remains liable to the covenants by the lessee.

(b) The case of a sale made after first registration of the land under a mortgage made before the registration presents many difficulties if the registered proprietor of the land refuses to concur. Under the Land Transfer Act, 1897, s. 16 (2):—

"Where the vendor of registered land is not himself registered as proprietor of the land or of a charge giving a power of sale over the land, he shall, at the request of the purchaser, and at his own expense, and notwithstanding any stipulation to the contrary, either procure the registration of himself as proprietor of the land or of the charge, as the case may be, or procure a transfer from the registered proprietor to the purchaser."

This provision must be read in connection with the Land Transfer Rules, rr. 151 and 152, the former of which provides that:

"Where the power of disposing of registered land has by . . . paramount title (as, for instance, in the case of . . . a sale by a mortgagee with a title paramount to the title registered) and the registered proprietor refuses to execute a transfer, or his execution cannot be obtained, or can only be obtained after undue delay or expense, the registrar may, after due notice under these rules to such proprietor, and on production of the land certificate and such evidence as he may require, make such entry in or correction of the register as under the circumstances he shall deem fit."

The Land Transfer Rules, r. 152, provide that:—

"On a disposition by a mortgagee or other person under or by virtue of any estate, right, interest, or power not affected by the registration, or entered as an incumbrance prior to registration, the registrar may dispense with the production of the land certificate."

At first sight it may appear that the Land Transfer Rules, rr. 151 and 152, are at variance with the Land Transfer Act, 1897, s. 16 (2). But, though the question is one of considerable difficulty, probably the true solution is this: *Prima facie* the mortgagee vendor ought to proceed under the Land Transfer Act, 1897, s. 16 (2)—in other words, he must, at his own expense, procure himself to be registered as a proprietor of an incumbrance under the Land Transfer Rules, r. 175, in which case he can make a registered transfer of the land, or he must procure the registered proprietor of the land to make a transfer; in either of these cases completion will be made in the manner above-mentioned for transfers of registered land. In exceptional cases, where the procedure under the Land Transfer Rules, r. 151, is adopted, the payment of the purchase-money will be made after the entry in or correction of the register has been made. Probably it will become the practice for the office to hand the new land certificate to the vendor, which he will deliver to the purchaser in exchange for the purchase-money.

We ought, perhaps, to add that Mr. Hogg argues with some force that in the case under consideration the mortgagee need not get himself registered nor procure the execution of a transfer from the registered proprietor direct to the purchaser: see pp. 163, 244. Messrs. BRICKDALE and SHELTON express different views in different parts of their work, in one place they appear to hold the same opinion as that of Mr. Hogg: see B. & S. 118, and the form at p. 585. However, in their comments on the Land Transfer Rules, r. 131, they say:

"The application of this rule appears to be discretionary with the registrar, and in applying it he will consider whether the applicant or his predecessor in title is or was at the time of the transaction in a position to require the registered proprietor to execute an instrument in the usual manner. In a dealing for value with a person who is not on the register—e.g., a mortgagee under a mortgage prior to registration, no reliance should be placed on this rule by the intending grantee, who should require the vendor to put himself on the register before completion."

It is much to be hoped that a decision on the question will soon be reported.

(c) If the land was registered before the mortgage was made, the mortgage will generally have been effected by a registered charge with or without an unregistered assurance. In this case all that is necessary is for the chargee to execute a transfer and to hand it with the charge certificate to the purchaser. If thought necessary a priority, order can be lodged under the Land Transfer Rules, r. 117. It will but rarely, if ever, be necessary to accompany the transfer by a conveyance off the register, but the unregistered mortgage should be handed to the transferee.

## Reviews.

### Local Government.

THE LOCAL GOVERNMENT ACT, 1894, AND THE SUBSEQUENT STATUTES AFFECTING PARISH COUNCILS. AND AN APPENDIX OF THE ELECTION AND OTHER ORDERS AND OFFICIAL DOCUMENTS ISSUED BY THE LOCAL GOVERNMENT BOARD. WITH NOTES AND INDEX. FOURTH EDITION. By ALEX. MACMORRAN, M.A., K.C., and T. R. COLQUHOUN DILL, B.A., Barrister-at-Law. Butterworth & Co.; Shaw & Sons.

This work contains a carefully annotated print of the Local Government Act, 1894, and also the later statutes and the various orders affecting parish councils; but while the editors have mainly concerned themselves with parish councils, a considerable part of the provisions of the Act of 1894 relate to district councils, and these also are considered. As with members of other public bodies, one of the most important matters is to see that a parish or district councillor is not disqualified by participation in any contract with the council, and under section 46 of the Act of 1894 the cases upon interests in contracts are set out in detail. A public duty of considerable interest is imposed on district councils in respect of rights of way, section 26 providing that it shall be the duty of every district council to protect all public rights of way, and to prevent, as far as possible, the stopping or obstruction of any such right of way. As recent litigation shows, the determination of the existence and the width of a highway is a matter of no slight difficulty, and the note to the section gives a useful list of the cases. Section 26 also confers upon district councils duties with regard to the maintenance of rights of common, and the editors print, as one of the subsidiary Acts, the Commons Act, 1899, which confers upon urban and rural district councils powers of regulating commons within their districts. They have also managed to include the Open Spaces Act, 1906, under which parish councils have the powers conferred upon local authorities by the Act, when an order of the county council to that effect has been made. The work has been carefully compiled and edited so as to include all information relating to the powers of and election to parish councils.

### Law in Daily Life.

LAW IN DAILY LIFE: A COLLECTION OF LEGAL QUESTIONS CONNECTED WITH THE ORDINARY EVENTS OF EVERYDAY LIFE. From the German of RUD VON JHERING. WITH NOTES AND ADDITIONS by HENRY GOUDY, D.C.L., Regius Professor of Civil Law in the University of Oxford. Clarendon Press.

This little book (less than 200 small pages) is a translation and adaptation to the wants of an English-speaking person, of a book written by Ihering in 1870 in German, which has been translated into Italian, Portuguese, and Greek, among other European languages, and has reached a twelfth edition in German. The book consists solely of questions, of the nature indicated by the title; the translator observes, in his preface, that "perhaps someone else may see fit to publish a volume of solutions hereafter." Some of the questions propounded are amusing, and many are extremely interesting to anyone who has time and inclination to attempt their solution. For the practical purposes of the examiner the book should be very useful indeed, as most of the questions can be answered by an English lawyer, and the translator has added a few of his own. Here is one (p. 169): "At a railway station in India there was erected an automatic machine for telling persons their weights in return for a penny put into the slot in the ordinary way. An enormously stout person, weighing considerably over twenty stone, got upon the step, after putting in a penny, and the mechanism broke with his weight. The owner of the machine claimed compensation for the damage, and the other party demanded the return of his penny. Could either of them succeed with his claim?" The following is more likely to require an answer in actual life: "In giving alms to a beggar I make a mistake as to my money, and instead of silver or copper give him a gold coin; has property passed, and what would be the proper action?" The following question is also pertinent at the present time: "Does one who buys a book at a bookseller's come into any legal relation with the publishing house?"

### Books of the Week.

Commercial Law. By ALFRED NIXON, F.O.A., F.S.A.A., F.C.I.S., and ROBERT W. HOLLAND, M.Sc., LL.B. Longmans, Green, & Co.

The Marine Insurance Act, 1906. By Sir M. D. CHALMERS, K.C.B., C.S.I., Draftsman of the Act, and DOUGLAS OWEN, Barrister-at-Law. William Clowes & Sons (Limited).

The Cornhill Magazine, March, 1907. Smith, Elder, & Co.

## Correspondence.

## Equity and Good Conscience.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I have read with interest your article in this week's SOLICITORS' JOURNAL under the heading of "Equity and Good Conscience," but you will pardon my suggesting that the true *ratio decidendi* in *Re Tyler* appears to have escaped notice. The real ground of that decision was that the official receiver had been informed by the bankrupt of the existence of the policy in question at his preliminary examination, so that he had full notice before the payments sought to be recovered had been made by the wife, and it was upon this footing that the judgment of the Court of Appeal proceeded. The point had not been taken in the court below, as apparently the fact was not then known. This distinguishes the case from *Re Hall* and makes clear (what otherwise seems misty) why the principle of *Re James* was applicable in the one case and not in the other.

E. E. BLYTH.

11, Upper King-street, Norwich, March 2.

[Our correspondent is quite right, but our observations were not intended to refer to the circumstances which will bring the extended jurisdiction into force, but only to the fact that the jurisdiction is being extended.—ED. S.J.]

## CASES OF THE WEEK.

## House of Lords.

## GALWEY'S DIVORCE BILL. 4th March.

DIVORCE—BILL—DAMAGES OBTAINED IN CRIMINAL COURT PROCEEDINGS INSTITUTED BY PETITIONER IN IRISH COURTS—PROCEDURE—COPY OF JUDGMENT—STANDING ORDERS OF THE HOUSE—ORDER 177.

On the hearing of a petition that a Bill of Divorce may be read a second time and sent to Committee, a certified copy of any judgment affecting the matter given in the Irish Courts must be supplied by the registrar of such court for evidence before the House.

In this case the petitioner Charles Edward Galwey, a domiciled Irishman and a captain in the Royal Irish Regiment, petitioned for a divorce from his wife Annie Louise on the ground of her adultery with Major Charles Petrie, an officer in the Manchester Regiment. The parties were married in 1896, and owing to differences lived apart under a deed of separation from 1897 to 1902, when cohabitation was resumed until December, 1905. In March, 1906, the act of adultery alleged against the wife was committed, and in April of that year the petitioner brought an action in the High Court in Ireland against Major Petrie for criminal conversation and recovered £500 damages, which had since been paid. At the conclusion of the statement of counsel witnesses were called, including servants from the hotel where Major Petrie had slept with Mrs. Galwey in March, 1906. [LORD LOREBURN, C., inquired as to the non-production of the judgment of the Irish court in the criminal conversation action.] Counsel for the petitioner explained that he had applied to the Registrar of the King's Bench Division in accordance with the orders of the House of Lords. (Order 177: see Roberts' Divorce Bills in Parliament, p. 110). The registrar had the control of the judgment, and had intimated that he was not bound to, and therefore should not, forward it until he was requested to do so by the Lord Chancellor. On a previous occasion the master of the Court of Dublin had objected to send the judgment except on request, but he (counsel) had been informed by the officials of the House of Lords that no such request had ever been issued. [LORD LOREBURN, C., said he had only received a note of the judge of the judgment given at the trial, but he thought there should be a formal certificate.] [LORD ASHBOURNE pointed out that there was no doubt about the judgment and its effects. The judge's note made that quite clear.] No one appeared to oppose the Bill.

LORD LOREBURN, C., in moving that the second reading of the Bill should be agreed to, said that in this case the fact that no certificate of the judgment was before their lordships was not due to any default on the part of the petitioner. But a copy of a judgment in a criminal conversation case ought in all cases to be forwarded to this House with the other papers, without any formal request by the Lord Chancellor or the officials of the House. In the present instance he was satisfied that the petitioner had established his case, and he should advise their lordships, notwithstanding the informality in the circumstances, to read the Bill a second time.

The motion was then put and agreed to by Lords ASHBOURNE, MACNAGHTEN, ROBERTSON, and ATKINSON, who formed the House.—COUNSEL, James Roberts. SOLICITORS, Vallance & Vallance.

[Reported by ESKINE REID, Barrister-at-Law.]

## Court of Appeal.

WATSON & SONS (LIM.) v. DAILY RECORD (GLASGOW) (LIM.).  
No. 1. 25th Feb.

PRACTICE—WRIT—SERVICE OUT OF JURISDICTION—ACTION OF LIBEL—CLAIM FOR INJUNCTION—NO REASONABLE PROBABILITY OF OBTAINING INJUNCTION—R. S. C. XI. 1 (f).

In an action of libel claiming damages and an injunction to restrain the publication of the libel, the plaintiffs applied for leave under ord. 11, r. 1 (f), to issue the writ and serve it upon the defendant, who resided in Scotland.

Held, that the court would refuse leave if it was satisfied that there was no reasonable probability that the plaintiff would obtain an injunction at the trial.

Appeal from an order of A. T. Lawrence, J., at chambers, refusing to set aside the writ of summons and the service thereof upon the defendants in Scotland. The plaintiffs were soap manufacturers, and the defendants were a company registered and carrying on business solely in Scotland, and were the proprietors of a newspaper called the *Daily Record and Mail*, which was edited, printed, and published in Scotland. The writ in the action claimed damages for alleged libels which appeared in three issues of the defendants' newspaper, and an injunction to restrain the continuance of the publication within the jurisdiction of some of the alleged libels—namely, those which appeared in two of the issues of the newspaper. The alleged libels related to the recent soap trust, a combination of soap manufacturers, of which the plaintiffs were members, but which had been since dissolved. The plaintiffs obtained leave to issue and serve the writ on the defendants in Scotland under ord. 11, r. 1 (f), and served the writ accordingly, and the defendants entered a conditional appearance and moved to set aside the writ and the service thereof. It appeared from the affidavits and from admissions that the alleged libels had not been repeated since the publication complained of, and the defendants stated that they had no intention of repeating them, and that the circulation of the defendants' newspaper in England was very small, only a few dozen copies being supplied to the railway bookstalls at Carlisle and Berwick. The plaintiffs stated that the attack upon them was a concerted attack, on the part of a number of newspapers, the great majority of the shares in which were held by the members of one family. A. T. Lawrence, J., refused to set aside the writ and the service thereof. The defendants appealed. By ord. 11, r. 1 (f), "service out of the jurisdiction of a writ of summons or notice of a writ of summons may be allowed by the court or a judge whenever any injunction is sought as to anything to be done within the jurisdiction . . . whether damages are or are not also sought in respect thereof."

THE COURT (COLLINS, M.R., and COZENS-HARDY, L.J.) having taken time to consider, allowed the appeal.

COZENS-HARDY, L.J., read the judgment of the court, in the course of which he said that *De Bernales v. New York Herald* (1893, 2 Q. B. 97 n.) showed that the court must be satisfied, in order to allow service of a writ out of the jurisdiction, that the claim for an injunction was made in good faith. That, however, did not exhaust the grounds for refusing to order service out of the jurisdiction. If the court was satisfied that, even assuming that the plaintiff had a good cause of action, there was no reasonable probability that he would obtain an injunction, the court ought not to consider the insertion of a claim for an injunction as sufficient to justify service out of the jurisdiction. Here the action was for libel and an interlocutory injunction would not be obtained; the alleged libels sought to be restrained appeared only in two issues of the newspaper, which, unlike a book, was a publication of an ephemeral kind, and they had not been repeated, and the defendants said that there was no intention of repeating them; the soap trust combination had been dissolved, and it was not reasonable to suggest that after verdict the alleged libels would be repeated; the circulation of the newspaper was practically confined to Scotland; and there was no reported instance in which an injunction had been granted against a newspaper even when heavy damages had been recovered. In those circumstances, though the case came within the words of ord. 11, r. 1, (f), the court, in the exercise of its discretion, ought not to allow the writ to issue for service in Scotland.—COUNSEL, Sir Edward Carson, K.C., J. E. Banks, K.C., and Boydell Houghton; Rufus Isaacs, K.C., and Norman Craig. SOLICITORS, Vincent & Vincent; Lewis & Lewis.

[Reported by W. F. BARRY, Barrister-at-Law.]

## MOULIS v. OWEN. No. 1. 1st March.

GAMING—CHEQUE—ILLEGAL CONSIDERATION—GAMING ABROAD—GAMING LEGAL BY FOREIGN LAW—ACTION ON CHEQUE—GAMING ACTS, 1710 (9 ANNE C. 14), s. 1; AND 1835 (5 & 6 WILL. 4, c. 41), s. 1.

The defendant borrowed a sum of money from the plaintiff, who was a foreigner, at a place abroad, where baccarat was legal, in order to pay for his losses at baccarat and to enable him to continue playing, and he gave the plaintiff his cheque drawn upon a London bank for the amount of the loan. In an action on the cheque,

Held (by COLLINS, M.R., and COZENS-HARDY, L.J., FLETCHER MOULTON, L.J., dissenting), that the action was not maintainable.

Appeal from the judgment of Darling, J., on further consideration. The plaintiff was the manager of a club at Algiers where baccarat was played, and the defendant, who was playing baccarat at the club, borrowed the sum of 11,000 francs from the plaintiff for the purpose partly of paying what he had already lost at the game and partly of being able to continue to play, and the defendant gave to the plaintiff a cheque for £440 drawn by him upon a London bank. The cheque was not met on presentation. In an action on the cheque it was admitted that baccarat was lawful in Algiers, and that by French law an action would lie either on the cheque or on the consideration for it. There was no claim upon the consideration for the cheque. The plaintiff contended that an action on the cheque would lie in England, and relied upon *King v. Kemp* (8 T. R. 255). The defendant contended that by section 1 of the Gaming Act, 1710, and section 1 of the Gaming Act, 1835, no action would lie on the cheque, the consideration for it being an illegal consideration, and he relied upon *Robinson v. Bland* (1 W. Bl. 234, 256; 2 Burr. 1077). Darling, J., held that the Gaming Acts of 1710 and 1835 only struck at gaming in the



United Kingdom, and that, as *baccarat* was lawful at Algiers where the money was borrowed and the cheque given, and as an action would have been maintainable on the cheque according to French law, the action was maintainable in England. He accordingly gave judgment for the plaintiff. The defendant appealed.

THE COURT (COLLINS, M.R., and COZENS-HARDY, L.J., FLETCHER MOULTON, L.J., dissenting), having taken time to consider, allowed the appeal.

COLLINS, M.R., said that by section 1 of the Gaming Act, 1835, the cheque was to be deemed to have been drawn and given for an illegal consideration. In his opinion *Robinson v. Bland* was in point to shew that an action on the cheque, even though it would have been maintainable according to French law in Algiers, was not maintainable in this country. *Applegarth v. Colley* (10 M. & W. 723) also shewed that the action would not lie. The only authority against that view was *King v. Kemp*, but he could not think that the report of that case was accurate, and in his view it could not be relied upon.

COZENS-HARDY, L.J., concurred. FLETCHER MOULTON, L.J., dissented. He said that there was no doubt that as the plaintiff had come to an English court to enforce payment of an English debt, the matter must be governed by English law. In his opinion, however, the Gaming Acts of 1710 and 1835 only applied to gaming in the United Kingdom. Neither games nor gaming were illegal at common law. The disabilities under which games and gaming debts lay derived their origin from statute. The statutes, in his opinion, shewed that their operation was confined to the United Kingdom, and that they were intended only to apply to gaming within the realm. The case of *King v. Kemp* supported that view, and he thought, therefore, that the action was maintainable.—COUNSEL, *Ernest Todd; Schwabe*. SOLICITORS, *Clements, Williams, & Co.; A. Newton & Co.*

[Reported by W. F. BARRY, Barrister-at-Law.]

## High Court—King's Bench Division.

DANBY v. P. Lord Alverstone, C.J. 4th March.

**COSTS—ACTION FOR NEGLIGENCE AGAINST SOLICITOR—AT THE TRIAL CHARGE OF FRAUD ABANDONED AND NO EVIDENCE CALLED TO SUPPORT IT—JURY DISAGREE—MOTION BY DEFENDANT FOR JUDGMENT.**

In this case the plaintiff, Mrs. Maud H. Danby, claimed damages from a solicitor for alleged negligence. The plaintiff's case at the trial was that, while acting for her with regard to a loan, the defendant neglected properly to protect her interests. The defendant denied that he was employed or retained by the plaintiff in the transaction. The jury disagreed as to their verdict and were discharged. Subsequently counsel for the defendant moved that judgment should be entered by the learned judge for the defendant, with costs, on the issues of alleged fraud, which had been abandoned and on which no evidence was given. The application was protested against by counsel for the plaintiff, who said that he did not press the allegations of fraud on the defendant abandoning the question of retainer.

LORD ALVERSTONE, C.J., regretted that the jury had been unable to agree, but decided that he could give no final judgment then. He understood that during the trial the charge of fraud was distinctly abandoned, and he thought that the defendant was entitled, therefore, to have the costs of and occasioned by the charges of fraud being raised in the pleadings so far as this trial was concerned. He had been asked to strike out all paragraphs in the statement of claim which alleged fraud, and to give judgment thereon for the defendant. But he had no jurisdiction to do that. Nor had he jurisdiction, in the event of there being a second trial, to impose any terms on the parties either with regard to the question of the retainer or with regard to that of fraud.—COUNSEL, *Spencer Bower, K.C., and Rose-Innes; Lord Coleridge, K.C., and Turrell*. SOLICITORS, *Valpy, Peckham, Chaplin, & Co.; Tatham, Obelin, & Nash*.

[Reported by ESKINE RIDE, Barrister-at-Law.]

## Societies.

### The Law Society.

A special general meeting of the members of the society will be held in the hall of the society, on Friday, the 22nd of March, 1907, at two o'clock, for the purposes hereinafter mentioned.

THE PRESIDENT will move: That the following new bye-law be made and inserted amongst the existing bye-laws of the society immediately after bye-law 29, that is to say:

29a. But immediately after the chairman has announced the result of the voting under the last preceding clause on any question other than adjournment of the meeting a poll on such question may be directed by the chairman or demanded in writing by any twenty members of the society present at the meeting, and such poll shall be taken by means of voting papers in accordance with the following provisions, that is to say:

(1) The chairman shall forthwith appoint five scrutineers from amongst the members other than the mover and seconder of the question to receive and examine the voting papers and to certify the result of the voting. Three scrutineers shall be a quorum,

and the death of one or more of the scrutineers shall not affect the decision of the question. If by death or refusal or incapacity to act the number of scrutineers is reduced below three the member to supply such vacancy shall forthwith be nominated by the president or vice-president for the time being.

(2) The chairman shall then fix a day to which the meeting at the conclusion of the other business shall stand adjourned.

(3) The secretary shall with all convenient speed after the poll is granted send by post a voting paper to every member. The voting paper shall be in such form as the Council shall direct, and shall set forth the question on which the poll has been demanded, shall specify the day on or previous to which the voting paper must be returned, and shall set forth instructions as to the mode of voting by filling up the paper and sending the same by post to the secretary, and the name and address of the secretary for the return of the voting paper.

(4) Voting papers duly sealed or otherwise fastened up shall be delivered or returned by post prepaid to the secretary four days at least before the day named for the adjourned meeting, and the secretary shall place them unopened in a box and so deliver them to the scrutineers, by whom alone they shall be opened and examined.

(5) As soon as the voting papers shall have been examined, and the result of the poll has been ascertained, the voting papers shall be handed over to the society and shall be retained by the society for one month after the adjourned meeting, and then they may be destroyed.

(6) The report of the scrutineers shall be signed by them, or the majority, and shall contain the following particulars: (a) The total number of voting papers received. (b) The number, if any, rejected and the grounds of rejection. (c) The total number of votes in favour of the question. (d) The total number of votes against the question.

(7) The report of the scrutineers shall be read to the meeting, and the chairman of the meeting shall declare that the question has been decided by the meeting either in the affirmative or negative accordingly.

### The Sheffield District Incorporated Law Society.

The thirty-second annual general meeting of the Sheffield District Incorporated Law Society was held on the 28th ult. There were present: Messrs. R. M. Brown (president), J. C. Auty, G. E. Branson, M. H. Craven, F. N. Creswick, J. H. Davidson, G. N. Dodworth, W. Glossop, E. T. Harrop, F. L. Harrop, W. Hiller, A. Howe, A. E. C. Ludlam, C. Padley, J. K. Parker, D. H. Porrett, A. B. Richardson, H. E. Sandford, G. H. Simpson, T. A. Skinner, A. Slater, P. G. Smith, G. A. Wilson, and E. Bramley (hon. secretary).

The notice convening the meeting, and the report, as printed and circulated, having been taken as read, it was resolved:

1.—That the report presented by the committee be received, confirmed, and adopted.

2.—That the accounts of Mr. Arthur Wightman, the treasurer for the past year, be approved and passed, and that the thanks of the society be given to him for his services.

3.—That the cordial thanks of the society be given to Mr. R. M. Brown, the president, for the ability with which he has filled the office, and the consideration he has given to his duties during the past year.

4.—That the cordial thanks of the society be given to Mr. Edward Bramley for the able manner in which he has discharged the office of honorary secretary during the past year.

5.—That Mr. R. Styring be elected the president, Mr. J. Newton Coombe be re-elected the vice-president, Mr. Arthur Wightman the treasurer, and Mr. Edward Bramley the secretary of the society.

6.—That the following gentlemen be hereby appointed to act with the officers mentioned in the last resolution as the committee for the ensuing year: Messrs. H. S. Barker, T. H. Bingley, R. M. Brown, B. T. Burdekin, L. J. Clegg, P. B. Coward, F. N. Creswick, A. S. Fawcett, A. Howe, H. Hughes, P. G. Smith, W. F. Smith, P. K. Wake, G. A. Wilson, and J. E. Wing.

7.—That the best thanks of the society be given to Messrs. W. Hiller and A. E. C. Ludlam for their kindness in auditing the accounts for the past year.

8.—That this meeting authorizes the committee to engage a professional accountant to audit the accounts of the society.

9.—That the thanks of the society be given to the Right Hon. C. B. Stuart-Wortley, K.C., M.P., for his attention to the matters laid before him by the committee, and for prints of the public Bills brought into the House of Commons during the past session which he has forwarded to the committee, and in view of the fact that the committee have arranged to obtain all Bills in future from the official printers, that the secretary be instructed to write Mr. Wortley informing him of this arrangement, and at the same time to express warm appreciation on the part of the society of the kind and courteous assistance which he has for upwards of twenty years so ably extended to them.

A vote of thanks to the chairman concluded the meeting.

The following are extracts from the report of the committee: *Members*.—The number of members now is 172.

*Death of his Honour Judge Mansel Jones*.—The death of his

Honour Judge Mansel-Jones, which occurred on the 2nd of February of this year, after a very brief illness, evoked widespread regret. His Honour was appointed judge of the Sheffield County Court on the death of the late Judge Waddy, in 1902; his term of office was short, but he earned the respect of the profession as a lawyer by his ability, and their esteem and affection as a man by his unfailing courtesy and kindness. An expression of the sympathy of the committee was conveyed to his widow.

**Legal Education.**—After giving full and careful consideration to proposals, received from the Yorkshire Board of Legal Studies, for taking over by the board of the legal education of the students in Sheffield and district, the committee came to the conclusion that the arrangements which had for some time been in progress, and which have since been completed, for extending the Law Courses at the Sheffield University, rendered it undesirable to accept the scheme ultimately submitted by the board for their consideration. Since it was decided to act independently of the board, the committee have been successful in obtaining grants of £150 each from the Law Society and the council of the Sheffield University, which it is understood are likely to be renewed in subsequent years. The committee especially desire to record their appreciation of the services rendered by Mr. Arthur Wightman in urging the claims of the society upon the authorities concerned. The funds rendered available by the grants referred to have been utilised by the appointment by the university of two lecturers, senior and junior, and the preparation of a much extended syllabus of lectures, both advanced and elementary. The senior post has been filled by the appointment of Mr. William Finlayson Trotter, M.A., LL.M. (Cantab.), barrister-at-law; and the junior by the appointment of Mr. Henry Rickards Bramley, M.A. (Oxon.), of Sheffield, barrister-at-law. In addition, Mr. Robert Leader, M.A. (Cantab.), barrister-at-law, and Mr. Edward Bramley, M.A. (St. Andrews), solicitor, who acted as lecturers for seven years under the early scheme of legal education of the society, have kindly consented to deliver lectures on special subjects. Seven students are attending the advanced course of lectures, for the present session, four the elementary, and two are taking certain special classes.

**Solicitors' Accountancy.**—The committee have given serious consideration to this question during the year. A confidential report from the Council of the Law Society was discussed in April, and in the main approved. A resolution of the Wakefield Law Society was considered which suggested that the parent society should take steps to render it an offence, cognizable by the Statutory Committee of that society, for any solicitor to make use of clients' moneys for his own purposes, without the written consent of the client. This was approved, and your committee informed the Wakefield society of their willingness to co-operate to get this effected. A resolution of the Yorkshire Union of Law Societies, proposing the formation of an association of solicitors bound to periodical audit of their accounts was discussed, but did not meet with the approval of the committee.

**Associated Provincial Law Societies.**—Notice has been given of a resolution to be proposed at the next meeting of these societies, emanating from the Gloucester Law Society, deprecating the offer of free conveyances on a sale, coupled with a condition that the purchaser shall accept the vendor's title without investigation. Your committee consider the practice objectionable, and will support the resolution.

## Norfolk and Norwich Incorporated Law Society.

The following are extracts from the report of the committee:

**Members.**—The number of members is now seventy-six, of whom two are life members and sixty members of the Law Society. The number of barristers, justices of the peace, and others, not being members of this society, who subscribe to the law library is nine, of whom one is a life member.

**The President.**—In November last members of the profession availed themselves of the opportunity afforded by the marriage of your president (Mr. F. O. Taylor) to show in a tangible form their appreciation of the services he has rendered, by presenting him with a silver rose bowl and several pairs of silver candelabra. The presentation was made by your vice-president (Mr. S. Cozens-Hardy) at the Library, when a very large number of solicitors were present.

**Solicitors' Accountancy.**—Your vice-president, Mr. S. Cozens-Hardy, consented to be a member of the committee which is now at work on this subject. The proper keeping of solicitors' accounts is undoubtedly a matter of the greatest moment, and your committee recommend all members to give the fullest consideration to the questions at issue, believing it to be of the utmost importance to the welfare of the profession.

**Land Transfer.**—It will be observed from two cases decided during the year that registration does not prevent fraud, and that the insurance fund is practically useless for the purposes of compensation. *Marshall v. Robertson*, in which Warrington, J., in ordering rectification of the register, drew attention to the danger inherent in the system of registration of a possessory title, which enables people to raise money by production of the official certificates of registration which may be worthless; and *Attorney-General v. Odell*, in which a purchaser, acting in good faith, registered a transfer as owner and it turned out the transfer was forged. The transferee's name was removed from the register, but the Court of Appeal held that no claim could be made within the Act upon the indemnity fund.

## Chester and North Wales Incorporated Law Society.

The twenty-sixth annual general meeting of this society was held at the Town Hall, Chester, on the 28th ult. Mr. CHARLES P. DOUGLAS (Chester), in the absence of the president, Mr. H. A. Cope (Holywell), took the chair.

The report of the committee and the treasurer's accounts for the past year were received and adopted.

The prize for article clerks founded by Mr. John Allington Hughes, when president of the society in 1891-2, was presented by the chairman to Mr. N. A. E. Way, on behalf of Mr. Harold Moreton Moss, who served his articles with Mr. Way, and was placed first in the first class at the Honours Examination held in January, 1906, and was awarded by the Law Society the Clement's Inn Prize, the Daniel Reardon Prize, and the Scott Scholarship.

The prize for the article clerk who was placed highest for the year in the first class at the Intermediate Examinations of the Law Society was presented by the chairman to Mr. Isaac Daniel Hooson, who is serving his articles with Mr. J. Hopley Pierce, of Wrexham.

The following officers of the society were unanimously elected for the ensuing year: Mr. Henry Taylor, of Chester, president; Mr. Henry Martin, of Nantwich, vice-president; Mr. F. B. Mason, of Chester, re-elected hon. treasurer; and Mr. R. Farmer, of Chester, re-elected hon. secretary.

The following gentlemen are the committee for the year: Messrs. J. Lloyd John, Corwen; W. Thornton Jones, Bangor; H. A. Cope, Holywell; J. K. Cooke, Winsford; and Messrs. H. G. Hope, H. D. Jolliffe, C. P. Douglas, W. A. V. Churton, and W. H. Barnes, all of Chester.

Messrs. E. S. Giles and N. A. E. Way, both of Chester, were re-elected auditors.

The annual dinner was held at the Blossoms Hotel, Chester, after the meeting. Sir Horatio Lloyd and his Honour Judge Moss were present as the guests of the society.

## Law Students' Journal.

### Law Students' Societies.

**BIRMINGHAM LAW STUDENTS' SOCIETY.**—Feb. 12.—Chairman, Mr. H. W. Lyde.—The following moot point was debated: "The plaintiffs were the owners of a group of rock salt mines which had for many years been flooded with brine, by reason of the fact that the working of the mines had caused the ground above them to subside, with the result that surface water found it way down to the beds of rock salt below, where it became saturated with salt. These mines were connected with one another and with defendants' mine by means of old underground channels and passages, which it was no longer possible to close, and they formed one large reservoir of brine. Some of the brine in the reservoir came from outside sources, but the substantial portion thereof was formed by the dissolution of the plaintiffs' rock salt in the manner above mentioned. The defendants, in pumping brine from their own mine, of necessity pumped large quantities of brine from the plaintiffs' mines and from the reservoir, and appropriated it to their own benefit. Have the defendants committed any actionable wrong against the plaintiffs?" *The Salt Union (Limited) v. Brunner, Mond, & Co.* (1906, 2 K. B. 822). The speakers for the affirmative were Messrs. J. H. Gold, LL.B., E. H. Clutterbuck, T. D. Walthall, D. H. O'Connor, and H. Birket Barker; and for the negative, Messrs. G. A. Baker, J. Moore Bayley, jun., B.A., T. H. Bethell, A. Moniven, F. B. Darling, C. H. Morgan, W. Kentish, and T. R. Owens. After the leaders on both sides had replied, the chairman summed up, and the question was put to the meeting. The negative was successful by a majority of 7 votes. With a vote of thanks to the chairman the proceedings closed.

## Companies.

### Law Guarantee Society.

#### ANNUAL GENERAL MEETING.

The nineteenth annual general meeting of the Law Guarantee and Trust Society was held on the 28th of February at the offices of the society, 49, Chancery-lane, Mr. EDWARD F. TURNER, the chairman, presiding.

Mr. THOMAS R. RONALD, general manager and secretary, having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report and balance-sheet, said this was the fourth occasion on which he had been privileged to give them an account of the Board's stewardship. He thought he might say it had been satisfactory on the three previous occasions and that it would be equally satisfactory on this. The Board had to regret the retirement of Mr. P. nington, who was one of the original directors, but they had to congratulate the society that Mr. Samuel Garrett, of the well-known city firm, Messrs. Parker, Garrett, Holman, & Howden, had consented to fill the vacancy. The society was extending its business owing to the fact that the life and accident and fire offices had of late years undertaken the same classes of business as the society, and the Board had decided, after considering the matter very carefully, to extend their operations. They



had, therefore, acquired the business of the United Legal Indemnity office, a small but progressing office, and it was hoped that a profitable business in the shape of employers' liability, workmen's compensation, and accident assurance would accrue to the society. Turning to the balance-sheet and the credit side of the revenue account, he called attention to the fact that the premium income and that from "fees as trustees" and "commissions" stood at £233,000 as against £218,000 last year, and deducting from that the reassurances, £39,000, the net result was £194,000, as against £173,000, an increase of £20,000, and the highest figure in the history of the society. The reassurances were somewhat less, but that was because the Board were more cautious each year as regarded the acceptance of risks, and they were, therefore, less concerned about reassurances. Whilst their income was progressing, and it had been wonderfully progressive, it was not easily earned. Every year the competition grew keener, and the premium income in particular was liable to wastage, as there were so many single premiums, and each year had to be built up with increasing labour. But the premium income had been very materially increased, which was a very satisfactory feature of the business. The "interest on investments and rents on properties in hand" stood at £17,000, comparing with £14,000 last year. On the debit side the "claims" stood at £115,000, compared with £105,000 last year, an increase of £10,000. It was not an increase to that extent as a matter of ratio of premium income, but really the comparison was 59.0 this year to 69.0 last year. It did not represent absolutely or anything like the money paid away during the year in satisfaction of claims, but took into account all sums written off, such items as properties taken over and advances against securities to bring them to a point at which they could be rightly stated in the balance-sheet, and the writings down were of a very severe and drastic nature. The management expenses were actually larger, but again as a ratio they were 25.82 as against 27.21 last year. Such increase as there had been was because the Board had advertised more largely. The "interest on sinking funds, &c." was £3,000, and the Board were putting by to meet the accumulated liability on the sinking fund properties. The revenue account showed a balance of £43,000, of which £5,000 had been appropriated to the general reserve fund. £13,000 had also been appropriated to the "reserve for claims in suspense," bringing that up to £30,000. That left a balance of £25,432 to be carried down, to which was to be added the balance on the 31st of December, 1905, of £37,135, making a total of £62,000. The dividend for the half-year amounted to £12,000, which brought the amount to £50,000, and an interim dividend had been paid for the half-year to June, 1906, which absorbed £8,000. A further dividend was to be declared of 6 per cent., making 10 per cent. for the year, which would absorb a further £12,000, leaving £30,567 to be carried forward, which compared with the carry forward of last year of £25,000, and the year before £22,000, and the year before that £15,000. Turning to the balance-sheet on the credit side, the investments were £245,000 as against £215,000 last year. "Properties taken over, pending realization, less amount written off," stood at £257,000 against £210,000. It necessarily resulted from the mortgage business that was done that a good many properties came upon the Society, but there was nothing in the item to be depressed about. "Advances against securities and sundry debtors" was £81,000, compared with £77,000 last year. On the other side of the balance-sheet the "general reserve fund" stood at £205,000, as against £200,000 last year. The Board thought it a right thing to go on increasing the reserve fund. The "reserve for claims in suspense" stood at £30,000, as against £25,000 last year, only £8,000 or £9,000 of which amount was used. "Mortgages on properties" stood at £16,000, as compared with £18,000, and the Board could very easily write this off if they wished, but they were good securities at a moderate rate of interest. The price of the Society's shares was, of course, entirely beyond the control of the Board, but during the last year or two a very exceptional number had come into the market consequent upon the death of shareholders with large holdings, and necessarily they had suffered somewhat. But the Board had no skeleton in their cupboard, and nothing had happened of a disastrous nature. He believed the shares well worth a very great deal more than they could be purchased at in the market, and he had bought a good many at nearly twice that price. The services of the staff were most valuable, and the society was deeply indebted to the executive officers, from Mr. Ronald, who as an asset could hardly be overvalued, down to every member. In every possible way they gave satisfaction, and the result, as shown at these annual meetings, proved that they were well worthy of all praise. In concluding, he urged the shareholders to bear the office in mind, and to bring before their clients and friends the guaranteed mortgages of the Society, which were, he believed, the most absolutely safe investments that could be made at the rate of interest offered. The guarantee of the Society was never put on a debenture without the most drastic examination having been made. And these debentures were issued at 4½, and carried the whole solvency of the society.

Mr. E. J. BRISTOW seconded the motion, and it was unanimously adopted.

On the motion of the CHAIRMAN a dividend was agreed to, which, with the interim dividend, made it at the rate of 10 per cent. for the year.

The retiring directors—Messrs. E. J. Bristow, R. Peake, F. R. M. Phillips, and R. Walters—were, on the motion of the CHAIRMAN, seconded by Mr. THOMAS RAWLE, re-elected.

The auditors—Messrs. Deloitte, Plender, Griffiths, & Co.—were also re-elected.

A vote of thanks was passed to the chairman, and Mr. TURNER, in responding, said he was sure the meeting would wish it to include the staff.

## Law Accident Insurance Society.

The fourteenth annual general meeting of the shareholders of the Law Accident Insurance Society (Limited) was held at the offices, 215, Strand, Mr. Richard Pennington (chairman) presiding.

The CHAIRMAN, in moving the adoption of the report, said the net premium income amounted to £362,474, an increase of £21,730 over the previous year. These are days of big insurance companies, but those to whom you have trusted the fortunes of this society are determined, above everything, to adopt a cautious policy. Notwithstanding an increase in the premium income, the claims paid and outstanding, as compared with last year, show a reduction in amount and a reduction in percentage, from 65.1 to 59.8. There has, however, been an increase in the commission and expenses of management; that was to be expected from the increase in the business, but it has not been entirely in proportion to the increase in the income, the expense ratio having increased from 30 to 32 per cent. This increase arises principally from expenses incurred in establishing and extending branches in various parts of the kingdom. The net result of the year's trading is that the balance brought forward of £52,640 has been increased by £29,771, to £82,411. Considerable anxiety has been expressed about the department of business known as employers' liability insurance. It will interest the shareholders to know that the premium income in this department has only been increased by £600 during the past twelve months; the increase in the premium income of the society has been made up in other departments of business. It has been suggested to me that I should take the opportunity that now presents itself of making some statement in reference to the various reports on the subject of the absorption of this society by some other company. Amalgamations are in the air, and it seems to me to be the desire of many companies to undertake business novel to their experience, and it is not surprising that rumours have been floating about of efforts to get possession of your business. I am not prepared to say that we would never consider proposals for amalgamation or absorption; and if such an offer were made to this society, I should consider whether or not such a proposal was one which the shareholders could be advised to accept. If ever occasion arises for your directors to make a communication to you on such a subject we shall not fail to do so, so that you may determine for yourselves what you will do. With these observations, I beg to move the adoption of the report and accounts.

Mr. E. H. ELLIS-DANVERS seconded the motion.

The resolution was put to the meeting and carried unanimously.

On the motion of Mr. COCKMAN, a vote of thanks was accorded to the chairman and directors for their services, and, the Chairman having briefly acknowledged the compliment, the proceedings terminated.

## Legal News.

### Appointments.

Mr. W. LLEWELLYN WILLIAMS, M.P., barrister-at-law, has been appointed Prosecuting Counsel to the Post Office on the South Wales Circuit.

Mr. T. E. MORRIS, barrister-at-law, has been appointed Prosecuting Counsel to the Post Office for cases at Chester, in succession to Mr. W. D. Benson, recently appointed a County Court Judge.

Mr. EDGAR E. DEANE, LL.D., solicitor, of Halifax, Official Receiver of the Halifax, Huddersfield, and Dewsbury Bankruptcy Courts, has been appointed Inspector of Official Receivers for England and Wales.

### Changes in Partnerships.

#### Dissolutions.

RICHARD LANGWORTHY and LUCIUS FREDERIC O'BRIEN, solicitors (Langworthy & O'Brien), 31, Bedford-row, London. Feb. 1. [Gazette, March 1.]

WILLIAM GARREARD SNOWDON GARD and EDWARD ERNEST WINTERBOTHAM, solicitors (Gard, Book, & Winterbotham), 2, Gresham-buildings, Basinghall-street, London. Feb. 28. [Gazette, March 5.]

### Information Required.

Sir HOME SETON GORDON, Bart.—Information is desired as to Wills of the above, who died on the 11th of December last. Any one affording material information on the subject at once to Messrs. Dimond & Son, of No. 47, Welbeck-street, London, W., will be rewarded.

### General.

Sir Herbert Cozens-Hardy, Mr. Justice Kennedy, and Mr. Pickford, K.C., were sworn in before the Lord Chancellor in his private room at the House of Lords on Tuesday as Master of the Rolls, a Lord Justice of Appeal, and a King's Bench judge respectively.

Mr. Justice Kennedy and Mr. Justice A. T. Lawrence were appointed the judges to attend the spring assizes on the Northern Circuit, but Mr. Justice Pickford will go in Mr. Justice Kennedy's place. Mr. Justice Sutton will be the judge on the North-Eastern Circuit.

Mr. Justice Darling, on Friday in last week, referred to the complaints of certain gentlemen that they had been summoned to serve as jurymen, although they had certificates of exemption. His lordship said that if they again were summoned, they should send the summons, with the exemption, to the associate of the court. Upon his seeing the exemption, they would not be required to attend.

It is stated by the Parliamentary correspondent of the *Times* that the Judicature (Ireland) Bill, introduced in the House of Commons by Mr. Birrell, provides for the abolition of the next two Irish judgeships which fall vacant, and for the reduction of the Irish Lord Chancellor's salary from £8,000 to £6,000. In all essentials it follows the lines of the measure which was before Parliament last session; but certain textual alterations have been made in regard to points of detail.

The late Lord Morris, says a writer in the *Daily Telegraph*, was of opinion that Lord Watson talked too freely in the House of Lords, and he often shewed signs of irritation when his noble friend interrupted the arguments of counsel. Once, on the conclusion of a long appeal, he solemnly recommended Lord Watson to follow the advice which the parish priest gave to the talkative woman—to take a sup of holy water in his mouth, sit still, and take care not to swallow it. The reply of Lord Watson has not been recorded.

The law is well represented on the new London County Council, says a writer in the *Globe*, though nearly half of the lawyers who went to the poll on Saturday were defeated. As far as can be ascertained, twenty-six members of the legal profession—nineteen barristers and seven solicitors—have been returned. Of the seven solicitors who have been returned, five—Sir R. M. Beauchamp, Mr. J. Brandon, Mr. C. Urquhart, Mr. D. Davis, and Mr. P. S. Simmons, belong to the victorious party, and two—Mr. J. A. Dawes and Mr. A. W. Claremont—have survived the Progressive rout.

The twenty-ninth meeting of the Bankruptcy Law Amendment Committee was held on the 27th ult., at the Royal Courts of Justice, Mr. Muir Mackenzie (the chairman) presiding. Evidence was given by Mr. H. E. Tudor, solicitor to the Hire Traders' Protection Association, who gave evidence in opposition to the suggestions which have been made that hire-purchase agreements ought to be registered in the same way as bills of sale, and by Mr. W. J. Weller, the chief clerk in the Bills of Sale and Deeds of Arrangement Office, who gave evidence as to the desirability of imposing larger control over the trustees under deeds of arrangement for small amounts in order to diminish the losses of creditors in those cases.

Mr. Robert Wallace, K.C., in addressing the jury at the opening of the Clerkenwell Sessions, said with regard to the number of incorrigible rogues that this was one of the saddest features in the calendar. Every year 400 or 500 men and women, classified as rogues and vagabonds, were dealt with at those sessions. They were not criminals in the true sense of the word, but persons who through their own course of life had come to a condition in which they could not help themselves. The only method which up to the present unfortunately had been provided for dealing with them was to send them to prison. That was ineffectual, and they appeared year after year. He hoped that some day the wisdom of those who governed the country would devise a more satisfactory method.

In moving the second reading of the Judicature Bill, which we refer to elsewhere, the Lord Chancellor said the effect of the Bill was to authorize the Court of Appeal in England to sit in divisions consisting of two judges, with the consent of the Lord Chancellor. At present, for all work that was not interlocutory work, the Court of Appeal must sit not less than three strong in each court, unless they could obtain the consent of the litigants to have their case tried before two judges; and as one of the parties was nearly always anxious to postpone the decision, such consent was not very probable. The result was that whenever one of the judges became ill the court was brought to a deadlock, unless they could secure the assistance of one of the three or four assistant judges of the Court of Appeal—the Lord Chancellor, any one who had been Chancellor, the Lord Chief Justice, or the President of the Probate and Divorce Division. These were very busy men, and it was really a very inconvenient thing to be obliged to take away from their regular work one of these very important officers of State. The old Court of Appeal, before the Judicature Acts, consisted of two Lords Justices, and was for a number of years one of the very ablest courts that ever sat in England. For his part he believed that two judges sitting together were really as effective as three; at the same time it was not desirable that the court should regularly consist of two judges only.

An extraordinary state of affairs seems to have arisen, says the *Daily Telegraph*, in the new United States Consular Court at Shanghai. Judge Wilfley, who was formerly Attorney-General in the Philippines, arrived in Shanghai to open the new court and begin his duties as its president in the middle of December, and, according to a statement in the *China Gazette*, his first act was to announce that all American attorneys would be required to pass, a week from that date, a written legal examination, and unless they passed they would not be allowed to practise in his court, no matter what certificates they held. There was consternation amongst the nine members of the American bar in Shanghai, who all hold certificates from the various Supreme Courts of their States, and some of whom are said to have been making £4,000 a year by practising before the British, German, Spanish, and mixed courts at Shanghai, as all lawyers in the town are allowed to do if admitted to their own consular courts. Many protests were made to Judge Wilfley, but he refused to extend the date of his examination. Eight of the nine attorneys appeared on the appointed day, the questions being presented to them by the judge. A few days afterwards he announced that two

attorneys representing one legal firm had passed, and that the other six had failed, and could not practise in this court. One of the most remarkable things about these proceedings is that amongst the men whom Judge Wilfley has decided to be incompetent to practise before him is the ex-Attorney-General of Hawaii, who was appointed by the American Government, and only resigned to go to Shanghai when he heard of the projected opening of the new court there. The most serious feature to the lawyers concerned is that by Judge Wilfley's decision they are prevented from practising in the consular courts of other nationalities, since they have no standing in their own.

In an interesting article on "The Courts at Westminster," by Judge Willis, K.C., in this month's *Cornhill Magazine*, he pays the following tribute to Sir A. Cockburn: "Then there succeeded one of the greatest of the Chief Justices of England, who, take him all in all, is almost without a rival as judge and scholar. He filled the high office for twenty-one years, having been previously Chief Justice of the Common Pleas for nearly three years. No one ever presided in the Courts of Justice with greater dignity, nor kept at a higher level the tone of the administration of justice. He never sought to influence a jury by smile, gesture, or wit. His only aim was to secure an unpolluted administration of justice. His language was of the purest, and none could indulge in the slightest vulgarity before him without reproach. No one would say before him that his authority could be found in 'four Q.B.D.' To a counsel who said that his authority was in 'five Queen's Bench,' he said, 'I may guess at your meaning, sir. I suppose you mean the fifth volume of the Queen's Bench Reports.' Counsel said he did. The judge said, 'Then say so.' If a man spoke of 'dilation' of the eyes, Cockburn would tell him he meant 'dilatation.' On one occasion, when counsel spoke of a medical theory having been *ostracized*, the Chief suggested that it would be better to say that a medical theory was or had been *exploded*, and keep the word *ostracize* for the removal from power of a dangerous political leader. When counsel stated with a loud voice that pills had been *interpolated*, the Chief quietly said, 'You had better say that some one, after your client handed over the box of pills, put other pills into it. We speak of the interpolations of Lauder.' Trial by jury was before him an almost perfect instrument for the ascertainment of truth. He took a most accurate note of the evidence in the clearest longhand. The note of the learned judge was unaffected by any portion of his own feeling: it reflected exactly the mind of the witness. On a memorable occasion he said to the jury: 'I have some confidence in the notes of evidence which I take myself. I cannot allow counsel to play fast and loose with you, gentlemen, and with me.' He never slept upon the bench. The characteristic of the court in his time was its close application to business, and as some portion of its jurisdiction was exclusive to the court, and well known to all its members, business proceeded with great rapidity."

## Court Papers.

### Supreme Court of Judicature.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEENEWICH.	Mr. Justice JOYCE.
Monday, March .....	11 Mr. Pemberton	Mr. Borror	Mr. Goldschmidt	Mr. Gresswell
Tuesday .....	12 Carrington	Bloxam	Theed	Leach
Wednesday .....	13 King	Borror	Goldschmidt	Gresswell
Thursday .....	14 Church	Bloxam	Theed	Leach
Friday .....	15 Farmer	Borror	Goldschmidt	Gresswell
Saturday .....	16 Beal	Bloxam	Theed	Leach

  

Date	Mr. Justice SWINFER EADY.	Mr. Justice WARRINGTON.	Mr. Justice NAVILLE.	Mr. Justice PARKER.
Monday, March .....	11 Mr. Church	Mr. Carrington	Mr. Beal	Mr. Bloxam
Tuesday .....	12 King	Pemberton	Farmer	Borror
Wednesday .....	13 Church	Carrington	Beal	Leach
Thursday .....	14 King	Pemberton	Farmer	Gresswell
Friday .....	15 Church	Carrington	Beal	Theed
Saturday .....	16 King	Pemberton	Farmer	Goldschmidt

## Winding-up Notices.

London Gazette.—FRIDAY, MARCH 1.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

AUTOMOBILE ENGINEERING CO., LIMITED—Peta for winding up, presented Feb 23, directed to be heard March 12. Edell & Gordon, King st, Chesapeake, solors for petar. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 11.

BOW MANUFACTURING CO., LIMITED—Creditors are required, on or before April 12, to send their names and addresses, and the particulars of their debts or claims, to Mr. James E. Costello, 90, Cannon st. Kimbers & Bostman, Lombard st, solors for liquidator.

BROADWATER DAIRY CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 9, to send their names and addresses, and particulars of their debts or claims, to Mr. Charles Henry Collier, 88, High st, Godalming, liquidator.

CLARK, BURNETT & CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 12, to send their names and addresses, and the particulars of their debts or claims, to William Slingsby Ogil, 90, Cannon st. Bomer, Bucklebury, solor for liquidator.

GRAY BROTHERS, LIMITED—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts or claims, to Henry Chandler, Biggleswade, liquidator.

HAGEMANN & CO., LIMITED—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to Mr. Tom Coombs, 14, King st, Leeds. Lupton & Fawcett, Leeds, solors for liquidator.

"HELP MYSELF" LODGE COFFEE PALACE CO., LIMITED—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to Francis Edmund Langley, 106, Fenchurch st. Brighton & Lemon, solors for liquidator.



**KILP RIVER ESTATE AND GOLD MINES, LIMITED**—Creditors are required, on or before April 27, to send their names and addresses, and the particulars of their debts or claims, to Mr Cyril Frank Wainwright, 19 and 21, Queen Victoria st. Everett, Chancery Ln, solicitor for liquidator.

**LEADS BRIDGE CABINET WORKS, LIMITED** (Cabinet Makers)—Peta for winding up, presented Feb 23, directed to be heard at the Court House, Albion pl, Leeds, on March 11, at 11. Glover, Liverpool, solicitor for the petitors. Notice of appearing must reach the above named not later than 2 o'clock in the afternoon of March 9.

**M. P. MCCOY, LIMITED** (IN LIQUIDATION)—Creditors are required, on or before March 15, to send their names and addresses, and the particulars of their debts or claims, to John Baker, Eldon at House, Eldon at, liquidator.

**"MOVIE" SAILING SHIP CO, LIMITED**—Creditors are required, on or before April 12, to send their names and addresses, and the particulars of their debts or claims, to William Lewis, 10, Fenchurch av, liquidator.

**SEYMOURS, LIMITED**—Peta for winding up, presented Feb 23, directed to be heard March 12. Henderson, Finsbury priory, solicitor for petitors. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of March 11.

**TIN PROSPECTORS' SYNDICATE, LIMITED**—Peta for winding up, presented Feb 25, directed to be heard March 12. Flux & Co, Leadenhall st, for Highman, St Austell, solicitor for petitors. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of March 11.

**WINTER GERMAN OPERA, LIMITED**—Peta for winding up, presented Feb 23, directed to be heard March 12. Abraham & Co, Tokenhouse yard, solicitor for petitor. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of March 11.

UNLIMITED IN CHANCERY.

**BEVERLEY WATERWORKS CO**—Peta for winding up, presented Feb 23, directed to be heard March 12. Gribble & Co, Bedford row, for F. G. & C. W. Hobson, Beverley, solicitor for company. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of March 11.

**BRITISH AND CONTINENTAL SHIPPING CO**—Peta for winding up, presented Feb 21, directed to be heard March 12. Crump & Son, Leadenhall st, solicitor for petitors. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of March 11.

London Gazette.—TUESDAY, March 5.  
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**BIRMINGHAM SAFE CO, LIMITED**—Creditors are required, on or before April 11, to send their names and addresses, and the particulars of their debts or claims, to John Lawrence Redgrave, 120, Edmund st, Birmingham.

**BRITISH AND EASTERN SHIPPING CO, LIMITED** (IN LIQUIDATION)—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to James Macdonald, Bank Chambers, 3, Cook st, Liverpool.

**BURY STREET MILL CO, LIMITED**—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to Charles Edward Lewis, 3, King st, Rochdale. Jackson & Co, Rochdale, solicitor for liquidator.

**CLARKSON, LIMITED**—Creditors are required, on or before April 7, to send their names and addresses, and the particulars of their debts or claims, to Mr George Thomas Harrop, 5, Budge row.

**ELIAS & CO, LIMITED**, Llanrwst—Creditors are required, on or before April 1, to send their names and addresses, and the particulars of their debts or claims, to Cecil Francis Davey, Tynyrood, Bettwsyced.

**F. C. VERRY & CO, LIMITED**—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Colin Cooper, 38, Finsbury st, Manchester. Grundy & Co, Manchester, solicitor for liquidator.

**RHOENIA STRAWWIRE DEVELOPMENT SYNDICATE, LIMITED**—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Charles Anton Dodds, 5, Cophall bldgs. Ingle & Co, Broad st House, solicitor for liquidator.

**RIPANJE MINES, LIMITED**—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to J. Leach, Barrett, 17, Coleman at, liquidator.

**SIMPLIFIED UNDERGROUND CONDUCTOR CO, LIMITED**—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Mr J. A. S. Hassall, 6, Lord st, Liverpool. Lightbourn & Co, Liverpool, solicitor for liquidator.

**SOUTHERN ON SEA AND DISTRICT MOTOR OWNERS CO, LIMITED**—Creditors are required, on or before March 20, to send their names and addresses, and the particulars of their debts or claims, to Mr John Holthorn, 106, High st, Southend on Sea, liquidator.

**YORKSHIRE WOOL COMBES' ASSOCIATION, LIMITED**—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to John Gordon, 19, Bond st, Leeds. Wade & Co, Bradford, solicitor for liquidator.

**FILMORE, DAVID**, Whitechurch, Southampton, Butcher March 30 Elkins v Filmore  
Swinfen Eady, J. Clarke, Whitechurch

London Gazette.—TUESDAY, March 5.

**FLINT, IRENE**, Weston under Weatherley April 8 Marshall v Flint, Parker, J. Heath, Warwick

**HAYES, HENRY**, St James's rd, Barnsbury April 20 Elvin & Son v Hayes, Joyce, J. Hart, Gt Prescott st

**MORRISON, ROSINA**, Harlow, Parkstone, Dorset April 8 Morrison v Josel, Parker, J. Gibson, Newcastle upon Tyne

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Feb. 19.

**ARMITAGE, MARIA**, Horbury, Yorks March 14 Holt & Sons, Horbury, nr Wakefield

**BARNES, ISRAEL LEWIS**, St James' Park March 15 Emanuel & Simmonds, Finsbury Circus

**BREDDINGTON, JAMES**, Dudley, Worcester March 14 Smith & Co, Dudley

**BELLHOUSE, RICHARD TAYLOR**, Lower Weston, nr Bath March 18 Scott & Bryden, Bedford row

**BOOTH, ELIZABETH MARGARET**, Old Steine, Brighton March 20 Clark & Cane, Brighton

**BRIDGMAN, ARTHUR HENRY**, Sudbury, Suffolk March 16 Le Brasseur & Oakley, Carey st, Lincoln's inn

**BROMLEY, SIR HENRY**, Stoke Hall, Notts March 31 Meredith & Co, New sq, Lincoln's inn

**BROWLEY, SIR ROBERT**, Stoke Hall, Notts March 31 Meredith & Co, New sq, Lincoln's inn

**BROWN, JAMES SARAH**, Whetstone March 20 Leggatts & Carruthers, Raymond bldgs, Gray's inn

**CANOVA, JOHN MANZIA**, Halesworth, Suffolk, Watchmaker March 20 Herbert Spencer Rabbett Stanford, Halesworth

**CANNETT, ELIZABETH**, Manchester March 6 Page, Manchester

**CARMAN, RICHARD UNIAKER**, Bournemouth April 1 Andrew & Co, Gt James st, Bedford row

**CATER, ALICE CORNISH**, Plymouth May 31 Rooker & Co, Plymouth

**CHERRY, FRANK**, Gt James st, Bedford row, Solicitor March 15 Tempny & Co, Bedford row

**CHING, MERINA BARNATT**, Stoke Damarel, Devon May 24 Rooker & Co, Plymouth

**CHOPIN, THOMAS ALFRED**, Westcliff on Sea, Essex March 25 Wrennall & Co, Queen Victoria st

**COWAN, ELIZA**, Watlington cres, Maida Vale April 16 Edell & Gordon, King st, Chancery Lane

**CRAMMER, CHARLES**, Burgess Hill, Sussex, Bank Manager March 31 Darley & Cumberland, John st, Bedford row

**CURTIS, JAMES**, Southsea, Hants, Farmer March 25 Edgcombe & Co, Southsea

**CURRY, WILLIAM**, Highgate hill, Upper Holloway, Tobaccoist April 12 Benjamin, Coleman at

**DEAN, ROBERT**, Flookersbrook, Chester, Traveller March 16 Bridgman & Co, Chester

**DEAN, DAVID**, Victoria pk rd, Hackney April 4 Rawlings & Butt, Walbrook

**DE Lisle, LUTITIA**, Teignmouth March 25 Harris, Teignmouth, Devon

**DONALDSON-SELBY, ROBERT GREY**, Richmond March 20 E & A Elwin, Dover

**DUNE, GEORGE**, Dalston ln, Dalston March 31 Jackson, Plymouth

**DYSON, JAMES**, Brighouse April 13 Barber & Jessop, Brighouse

**FORSTER, ELIZABETH JANE**, East Jarrow, Durham March 30 Mather & Dickenson, Newcastle on Tyne

**FOX, MARIA ADELIADE**, St Leonards on Sea March 15 Snow & Co, Gt St Thomas Apostle, Queen st

**GILLIAT, HOWARD**, Crosby sq May 21 Roys & Co, Bedford sq

**GRANAGE, ROBERT**, Brighton May 1 Tower & Co, New sq, Lincoln's inn

**GRANT, FRANCES MACKENZIE**, Dover March 25 Mowll & Mowll, Dover

**HADFIELD, ANN**, Oldham March 15 Holroyd, Oldham

**HADFIELD, JOHN**, Oldham March 15 Holroyd, Oldham

**HAINES, RICHARD**, Erdington, Warwick March 25 Shakespeare & Co, Oldbury, nr Birmingham

**HALL, ARTHUR**, Turle rd, Tollington Park March 15 Ward & Co, Gracechurch st

**HARFORD, REV FREDERICK KILL**, Deans yd, Westminster March 30 Rose-Innes & Co, Billiter sq bldgs

**HIND, CHARLES HEATON**, Southport April 2 Milne & Co, Manchester

**HOLLIDAY, RACHEL**, Staplehurst, Kent April 2 Day, Maidstone

**JAMES, ELIZABETH JANE**, Priory pk rd, Kilburn March 14 Ray & Flower-Elis, Margaret st, Regent at

**JENKINS, JOHN**, Hakin, Milford Haven, Pembroke, Contractor March 25 Eaton & Co, Haverfordwest

**KELWAY, MARY ANN**, Milford Haven, Pembroke March 25 Eaton & Co, Haverfordwest

**KENNEDY, ROBERT ARTHUR FRANCIS**, Pernambuco, Brazil, Electrician March 18 Martley, Dublin

**KNIGHT, SAMUEL**, Altherstone, Warwick, Quarry Proprietor March 25 Keates, Leicester

**LANGLEY, WILLIAM DENNISON**, Oakworth, nr Keighley, Yorks, Farmer March 31 Suglen, Keighley

**LEONHORE, THOMAS**, Walsall, Coal Master March 30 Slater & Co, Butcroft, Darlaston

**Meadows, NATHAN**, Stretford, Lancs April 6 Tallent & Co, Manchester

**MITCHELL, JAMES SHILLINGAW**, Newcastle upon Tyne, Cartman March 1 Arnett & Co, Newcastle upon Tyne

**PARWELL, HUGH**, Ramsgate, Barrister at Law March 16 Haubury & Co, Eldon st

**PATERSON, ELIZABETH EMMA**, Tunbridge Wells March 16 Morten & Co, Newgate st

**SAUKAREZ, ELEANOR**, Weston super Mare March 18 Kirby & Co, The Sanctuary, Westminster

**SEABLE, WILLIAM**, Nottingham March 30 Cox, Nottingham

**SKELLA, WILLIAM**, Chatteris, Isle of Ely, Cambridge, Farmer March 14 Ruston, Chatteris

**SMITH, BERTHOLD HOLLAND**, Kensington March 30 Clapham & Co, Devonshire sq, Bishopgate

**SPURR, WILLIAM**, Osmett, Yorks April 20 Lawrence, Osmett

**SWINTON, ANTHONY CANNING**, Hindhead, Surrey March 31 Nisbet & Co, Lincoln's inn fields

**THOMPSON, HARVEY ST JOHN OSCAR**, Minding In March 25 Mackrell & Ward, Walbrook

**THOMSON, CATHERINE ANIELIA**, Westgate on Sea, Kent March 30 Eggar, Brighton

**THORNTON, JAMES**, Gayville rd, New Wandsworth March 25 Tucker & Co, New ct, Lincoln's inn

**TAYLOR, HESTER LUCINA**, Brimscombe, Glos March 21 Stuart, Stroud, Glos

**TURNER, RICHARD**, Thurlstone, Penistone, Yorks, Farmer April 2 Dransfield & Hodgkinson, Penistone, nr Sheffield

**WALKER, WILLIAM**, Uruguay, South America April 6 Warner & Kirby, Winchester

**WELLS, HANNAH**, Northumberland st March 31 Atkinson & Dwyer, Finsbury sq

**YOUNG, CAROLINE MARY**, West Malling, Kent March 23 Syrett & Sons, Finsbury

The Property Mart.

Result of Sale.

REVERSIONS, LIFE POLICIES, SHARES, &c.

Messrs. H. E. FOSTER & CHANFIELD held their usual Fortnightly Sale (No. 839) of the above-named interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realized being £7,867 10s.:-

ABSOLUTE REVERSIONS:		£ s.	
To One One-hundred-and-twelfth of an Estate of the estimated value of upwards of £500,000	...	Sold	1,500 0
To £4,500	...		595 0
To £200	...		195 0
POLICIES:			
For £4,000	...		2,225 0
For £1,500	...		993 0
For £1,000	...		405 0
REVERSIONARY LIFE INTEREST in about £1,167 per annum	...		805 0
10 SHARES of £10 each, fully paid, in Piccadilly Art Galleries Co. (Limited)	...		52 10
A SUM of £1,930 on deposit	...		1,100 0

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 22.

**MOORE, JOSEPH CHAFFET**, Yeovil, Somerset, Solicitor March 27 Masters v Moore, Parker, J. Henley, Yeovil

London Gazette.—FRIDAY, March 1.

**ATKINSON, THOMAS**, Saltbury by the Sea, Ironmonger March 30 Atkinson v Atkinson, Warrington, J. Parkin, 77, High st, Stockton on Tees

## Bankruptcy Notices.

London Gazette.—FRIDAY, Feb. 22.  
ADJUDICATIONS.

ANSTIE, PHILIP, Pantygog, Pontycymmer, Glam, Baker  
Cardiff Pet Feb 20 Ord Feb 20  
AUST, PERCY RICHARD, St George, Bristol, Brewer  
Bristol Pet Feb 20 Ord Feb 20  
BRUNNITZ, CARL FREDERICK, Southwold, Suffolk, Hotel  
Proprietor Gt Yarmouth Pet Feb 20 Ord Feb 20  
BIOGERS, JOHN WALTER, Sheffield, Cutlery Manufacturer  
Sheffield Pet Feb 19 Ord Feb 19  
BISHOP, RUPERT, Tylorstown, Glam, Labourer Pontypridd  
Pet Feb 20 Ord Feb 20  
BLATCHLY, CHARLES JAMES, Westover rd, Wandsworth,  
Tailor High Court Pet Feb 19 Ord Feb 19  
BOOTH, THOMAS, Hartgate, Fishmonger York Pet Feb  
18 Ord Feb 18  
BUDD, WILLIAM, Gt Yarmouth, General Shopkeeper  
Gt Yarmouth Pet Feb 19 Ord Feb 19  
CROST, JAMES, Stockport, Builder Stockport Pet Feb 2  
Ord Feb 18  
DAVIES, JOHN, Morrison, Swansea, Mason Swansea  
Pet Feb 18 Ord Feb 18  
DODGESHUN, CHARLES CLAY, Far Headingley, Leeds, Woollen  
Manufacturer Bradford Pet Feb 18 Ord Feb 18  
DOWNS, THOMAS EDWIN, Moss Side, Manchester, Butcher  
Salford Pet Feb 20 Ord Feb 20  
EDMONDSON, JAMES WILLIAM, Blackpool, Carriage Pro-  
prietor Preston Pet Feb 19 Ord Feb 19  
GALLEN, JAMES EDWARD, Loddon, Norfolk, Miller Gt  
Yarmouth Pet Feb 19 Ord Feb 19  
GRIFFITHS, WILLIAM JOHN, Cardigan, Hairdresser Car-  
marthen Pet Feb 20 Ord Feb 20  
HALL, HERBERT HENRY, Norwich, Debt Collector Norwich  
Pet Feb 18 Ord Feb 18  
HAMPTON, WALTER, Stockport, Music Teacher Stockport  
Pet Feb 19 Ord Feb 19  
HESCHTEL, MARCUS, Hatton garden, Diamond Merchant  
High Court Pet Dec 11 Ord Feb 19  
HOLT, FRED, Bradford, Beerhouse Keeper Bradford Pet  
Feb 18 Ord Feb 18  
HUTCHINSON, JAMES JOHN, Gresham bldg, Basinghall at  
High Court Pet Jan 19 Ord Feb 18  
IDRIS, WILLIAM, Slough High Court Pet Jan 25 Ord  
Feb 16  
LAMP, MARY, Malmesbury, Wills Swindon Pet Feb 18  
Ord Feb 18  
LAYKELL, EPHRAIM JOHN, North Stifford, Essex, Market  
Gardener Chelmsford Pet Jan 23 Ord Feb 19  
MORRIS, FRANCIS, Scarborough, Dairyman Scarborough  
Pet Feb 18 Ord Feb 18  
PARKINSON, ALFRED JAMES, Romney, Boot Factor South-  
ampton Pet Feb 18 Ord Feb 18  
PETTIFER, WALTER, Melton Mowbray, Leicester, Builder  
Leicester Pet Feb 18 Ord Feb 18

PHILLIPS, JAMES RICHARD, Swallowfield Reading Pet  
Feb 19 Ord Feb 19  
RHOY, THOMAS, Malpas, Cheshire Crowe Pet Feb 18 Ord  
Feb 18  
RILEY, SARAH, Clayton, Bradford, Hotel Proprietor Brad-  
ford Pet Feb 18 Ord Feb 19  
ROBSON, JAMES EMMETT, Victoria st, Westminster, Solicitor  
High Court Pet Nov 30 Ord Feb 13  
SCOTT, THOMAS, Wisbech St Peter, Cambridge, Coffee  
house Manager King's Lynn Pet Feb 18 Ord Feb 18  
SEABORNE, ERNET, Kilburn park rd, Corn Merchant High  
Court Pet Feb 13 Ord Feb 19  
SHIPPOTTTAM, PETER, Chequerbent, nr Bolton, Builder  
Bolton Pet Feb 20 Ord Feb 20  
SMITH, THOMAS, Kentsford, Chester, Greengrocer Man-  
chester Pet Feb 19 Ord Feb 19  
SMITH, THOMAS GEORGE, Bristol, Steam Oven Builder Bristol  
Pet Feb 20 Ord Feb 20  
SPECTERNAN, SIMON, Commercial rd East, Grocer High  
Court Pet Sept 20 Ord Feb 19  
THOMAS, JOHN, Maesteg, Glam, Collier Cardiff Pet Feb  
18 Ord Feb 18  
WARRER, CHARLES, Salisbury, Grocer Salisbury Pet  
Feb 18 Ord Feb 18  
WILLIAMS, DAVID, Maesteg, Glam, Collier Cardiff Pet  
Feb 19 Ord Feb 19

Amended notice substituted for that published in the  
London Gazette of Feb 5:  
TONKS, JAMES WILLIAM WALTER, Smethwick, Staffs West  
Bromwich Pet Feb 2 Ord Feb 2

### ADJUDICATION ANNULLED.

HARDMAN, RICHARD, Tyldesley, Lancs, Painter Bolton  
Adjud Feb 23, 1906. Annual Feb 13, 1907

London Gazette.—TUESDAY, Feb. 26.

### RECEIVING ORDERS.

BELL, JAMES FORTESCUE, Tredegar, Mos, Draper Tredegar  
Pet Feb 22 Ord Feb 22  
BROOKFIELD, CHARLES HENRY, Gt Grimsby, Plumber Gt  
Grimsby Pet Feb 21 Ord Feb 19  
BROWNING, H S, Prince of Wales mans, Battersea pk,  
Army Captain Wandsworth Pet Dec 13 Ord Feb 21  
CAMERON, DONALD GORDON, Brighton Brighton Pet  
Feb 22 Ord Feb 22  
CHAMPION, WILLIAM ERNEST, Woolwich, Builder Green-  
wich Pet Feb 22 Ord Feb 22  
DAVIS, GUYFETH, Carnarvon, Shoemaker Bangor Pet  
Feb 22 Ord Feb 22  
GRAT, THOMAS, Rochdale, Lancaster, Mattress Maker  
Rochdale Pet Feb 21 Ord Feb 21  
GRIFFITHS, ANELLA, Bristol, Purveyor Bristol Pet Feb 21  
Ord Feb 21  
HAWORTH, JAMES, Church, Lancs, House Furnisher  
Blackburn Pet Feb 12 Ord Feb 22  
HEDGES, JEREMIAH, Forest Gate, Essex High Court Pet  
Feb 5 Ord Feb 22

HENDERSON, HENRY, Allfarthing ls, Wandsworth High  
Court Pet Jan 24 Ord Feb 23  
HIRST, MARTIN, Mysore rd, Clapham Common Wande-  
sworth Pet Jan 23 Ord Feb 22  
HOBBS, ANNE GERTRUDE, Leicester, Shorthand Writer  
Leicester Pet Feb 22 Ord Feb 22  
HODGKINSON, ARTHUR, Darby, Butcher Derby Pet Feb 22  
Ord Feb 22  
JAMES, DAVID, Tregaran, Cardigan, Printer's Manager  
Carmarthen Pet Feb 23 Ord Feb 23  
KIRKHOPE, ARCHIBALD, Portmadoc, Baker Portmadoc  
Pet Feb 21 Ord Feb 21  
MASSON, CHARLES GEORGE, Hatfield Peverel, Essex, Clerk  
Chelmsford Pet Feb 4 Ord Feb 20  
MUNDAY, CHARLES HENRY, South Molton, Devon, Licensed  
Victualler Barnstaple Pet Feb 22 Ord Feb 22  
PAGE, ALBERT JAMES ELLIS, Kingston upon Hull, Coal  
Merchant Kingston upon Hull Pet Feb 21 Ord Feb 21  
PARR, JOHN THOMAS, Manchester, Wine Merchant Man-  
chester Pet Feb 23 Ord Feb 23  
PECK, FRANCIS, Beddingfield, Suffolk, Builder Ipswich  
Pet Feb 21 Ord Feb 21  
PILCH, STANLEY, Gt Yarmouth, Draper Gt Yarmouth  
Pet Feb 23 Ord Feb 23  
PYLE, CHARLES WILLIAM, Exeter, Farrier Exeter Pet Feb  
22 Ord Feb 22  
REES, HOWELL, and ENOCH REES, Whitland, Carmarthen,  
Builders Pembroke Dock Pet Feb 21 Ord Feb 21  
RICHARDS, JAMES, Abergwini, Glam, Fish Merchant  
Aberavon Pet Feb 21 Ord Feb 21  
RICHARDSON, ROBERT, Newcastle on Tyne, Grocer New-  
castle on Tyne Pet Feb 2 Ord Feb 22  
SHORTLAND, HERBERT, Irthlingborough, Northampton,  
Fruiterer Northampton Pet Feb 21 Ord Feb 21  
SILVERMAN, JACOB, High rd, Kilburn High Court Pet Feb  
4 Ord Feb 21  
SIMPSON, RICHARD HENRY, Halifax, Potato Merchant  
Halifax Pet Feb 20 Ord Feb 20  
SMITH, ALFRED ARTHUR, Portsea, Hants, Licensed  
Victualler Portsmouth Pet Feb 23 Ord Feb 20  
STALFARD, WILLIAM DUTTON, Malvern, Butcher Worcester  
Pet Feb 22 Ord Feb 22  
STARKE, WILLIAM, Leicester, Builder Leicester Pet Feb 21  
Ord Feb 21  
STEVENS, WILLIE ALFRED, Newton rd, Bayswater, Builder  
High Court Pet Feb 22 Ord Feb 22  
VAUGHAN, AGNES, Leeds Leeds Pet Feb 20 Ord Feb 20  
WATSON, THOMAS, Walker, Newcastle on Tyne, Builder  
Newcastle on Tyne Pet Feb 23 Ord Feb 23  
WHITMAN, WILLIAM, Hove, Sussex, Builder Brighton  
Pet Feb 23 Ord Feb 23  
WILD, THOMAS WILLIAM, Swindefield, Yorks, Joiner Wake-  
field Pet Feb 21 Ord Feb 21

### FIRST MEETINGS.

AUST, PERCY RICHARD, Bristol, Brewer March 6 at 12  
Of Rec, 25, Baldwin st, Bristol

# LAW ACCIDENT INSURANCE SOCIETY, LTD.

Head Office: 215, STRAND, LONDON.

Subscribed Capital and Funds OVER ONE MILLION STERLING.

### TRUSTEES.

The Right Hon. LORD ALVERSTONE, Lord Chief Justice of England. | The Right Hon. LORD DUNBOYNE, late Master of the Supreme Court of Judicature.

### DIRECTORS.

RICHARD PENNINGTON, Esq., Chairman, 64, Lincoln's-Inn-fields.  
J. S. BEALE, Esq., 28, Great George-street, Westminster.  
SAM BIRCHAM, Esq., 46, Parliament-street, Westminster.  
E. H. ELLIS-DANVERS, Esq., 5, Delahay-street, Westminster.  
W. MELMOTH WALTERS, Esq., 9, New-square, Lincoln's-inn.  
ROMER WILLIAMS, Esq., Norfolk House, Norfolk-street, Strand.

General Manager—EDWARD T. CLIFFORD.

### DEPARTMENTS:—

#### PERSONAL ACCIDENT.

Sickness without Medical Examination. Accidents of all kinds.

#### EMPLOYERS' LIABILITY.

PUBLIC LIABILITY (Third Party Risks).

#### HORSES and VEHICLES.

BURGLARY, HOUSEBREAKING, LARCENY or THEFT, and FIRE.

Workmen's Compensation Act, 1906.

## DOMESTIC SERVANTS, SHOP ASSISTANTS, CLERICAL STAFF, &c.

Compensation for all Accidents of Occupation.

Apply for Prospectuses—215, STRAND, LONDON.

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BATES, EDWARD, Oldbury, Worcester, Butcher March 7 at 11.30 191, Corporation st, Birmingham  
BIGGINS, JOHN WALTER, Sheffield, Cutlery Manager March 7 at 12 Off Rec, Fitterie ln, Sheffield  
BISHOP, RUDBER, Tylorstown, Glam., Labourer March 7 at 11.15 Post Office chambers, Pontypriid  
DANE, HENRY, Vines Cross, Heathfield, Sussex, Beerhouse Keeper March 6 at 12 Off Rec, 4, Pavilion bidge, Brighton  
DAVIS, JOHN, Morriston, Swansea, Mason March 7 at 11.30 Off Rec, 31, Alexandra rd, Swansea  
DIPPLE, WALTER, Ladywood, Birmingham, Baker March 8 at 11.30 191, Corporation st, Birmingham  
DOWNS, THOMAS EDWIN, Moss Side, Manchester, Butcher March 6 at 3.30 Off Rec, Byrom st, Manchester  
EDMONDSON, JAMES WILLIAM, Blackpool, Carriage Proprietor March 8 at 3 Off Rec, 14, Chapel st, Preston  
EWEY, JOHN ARNOTT, Brownhills, Licensed Victualler March 6 at 12 Off Rec, Wolverhampton  
GRIFFITHS, ANIELA, Barton Hill, Bristol, Purveyor March 6 at 1 Off Rec, 36, Baldwin st, Bristol  
GRIFFITHS, WILLIAM JOHN, Cardigan, Hairdresser March 6 at 12.30 Off Rec, 4, Queen st, Carmarthen  
HEDDER, JEREMIAH, Forest Gate, Essex March 8 at 11 Bankruptcy bidge, Carey st  
HENDERSON, HENRY, Allfaringh ln, Wandsworth March 6 at 11 Bankruptcy bidge, Carey st  
HENDER, GEORGE, Redland, Bristol, Boot Manufacturer March 6 at 11.30 Off Rec, 36, Baldwin st, Bristol  
HULL, WILLIAM BRINLEY, Southampton, Carriage Proprietor March 6 at 12 Off Rec, 36, Victoria st, Liverpool  
INNA, JOHN FORD, Six Ways, Aston, Warwick, Cycle Dealer March 11 at 11.30 191, Corporation st, Birmingham  
JOHNSON, ALBERT, Pendleton, House Furnisher March 6 at 3 Off Rec, Byrom st, Manchester  
JOHNSON, FREDERICK, Altrincham, Cheshire, Jeweller March 6 at 2.30 Off Rec, Byrom st, Manchester  
LANGDALE, ALFRED, Leicester, Fruit Merchant March 6 at 12 Off Rec, 1, Berridge st, Leicester  
MOON, SAMUEL JOHN, Bristol, Cloth Worker March 6 at 12.45 Off Rec, 36, Baldwin st, Bristol  
MYERS, DAVID, H. M. Prison, Bristol March 7 at 11.30 132, York rd, Westminster Bridge  
NEAT, JAMES FRANK, Brynmawr, Brecon, Outfitter March 6 at 11 Off Rec, 144, Commercial st, Newport, Mon  
PECK, FRANCIS, Beddingfield, Suffolk, Builder March 15 at 12.30 Off Rec, 36, Princess st, Ipswich  
PETTIFER, WALTER, Melton Mowbray, Builder March 6 at 8 Off Rec, 1, Berridge st, Leicester  
PYL, CHARLES WILLIAM, Exeter, Fawcett March 14 at 10.30 Off Rec, 9, Bedford circus, Exeter  
SAGGERS, GEORGE, esq, Romford, Essex, Hay Dealer March 6 at 3.30 Shire Hall, Chelmsford  
SAWYER, RICHARD, Southampton, Plasterer March 11 at 10.30 Off Rec, 35, Victoria st, Liverpool  
SHIFFOBTAM, PETER, Chequerbet, nr Bolton, Builder March 6 at 11 19, Exchange st, Bolton  
SHORTLAND, HERBERT, Irlthlingborough, Northampton, Fruiterer March 8 at 11.30 Off Rec, Bridge st, Northampton  
SILVERMAN, JACOB, High rd, Kilburn March 7 at 11 Bankruptcy bidge, Carey st  
SIMPSON, RICHARD HENRY, Halifax, Potato Merchant March 6 at 3.30 Off Rec, Townhall chambers, Halifax  
SMITH, ALFRED ARTHUR, Portsea, Portsmouth, Licensed Victualler March 7 at 3 Off Rec, Cambridge junc, High st, Portsmouth  
SMITH, RICHARD JAMES, Camberley, Surrey, Builder March 6 at 12.30 132, York rd, Westminster Bridge  
SMITH, THOMAS GEORGE, Fishponds, Bristol, Steam Oven Builder March 6 at 12.30 Off B-c, 26, Baldwin st, Bristol  
STALLARD, WILLIAM DUTTON, Malvern, Worcester, Butcher March 8 at 11.30 Off Rec, 11, Copenhagen st, Worcester  
STANBOR, NEWTON, West Valley, Halifax, Saddler March 6 at 3 Off Rec, Town Hall chambers, Halifax  
STEVENS, WILLIE ALFRED, Newton rd, Bayswater, Builder March 7 at 12 Bankruptcy bidge, Carey st  
THORNTON, JOHN, Trent Vale, Stoke upon Trent, Grocer March 7 at 11.30 Off Rec, King st, Newcastle, Staffs  
TONKS, JAMES WILLIAM WALTER, Smethwick, Staffs March 6 at 11.30 191, Corporation st, Birmingham  
TREADEWELL, ALGERNON THOMAS, Gt Warley, Brentwood, Essex, Rate Collector March 6 at 3 Shire Hall, Chelmsford  
VAUGHAN, AGNES, Leeds March 6 at 11 Off Rec, 21, Park row, Leeds  
WATSON, THOMAS, Walker, Newcastle on Tyne, Builder March 6 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne  
WAY, NICHOLAS, Forest Hill, Builder March 8 at 12.30 132, York rd, Westminster Bridge  
WILD, THOMAS WILLIAM, Swindon, Yorks, Joiner March 7 at 10.30 Off Rec, 6, Bond st, Wakefield  
WOODWARD, JOHN WILLIAM, Wolverhampton, Tailor's Cutter March 6 at 11.30 Off Rec, Wolverhampton

#### ADJUDICATIONS.

ASHTON, ARTHUR LOBAINE, Clevedon, Somerset, Boarding House Keeper Bridgwater Pet Dec 24 Ord Feb 22  
BAINSTER, JOHN, Bourne, Cambs, Farmer Cambridge Pet Dec 21 Ord Feb 22  
BELL, JAMES PORTHOUSE, Tredgar, Mon, Draper Tredgar Pet Feb 22 Ord Feb 22  
BROOKFIELD, CHARLES HENRY, Gt Grimsby, Plumber Gt Grimsby Pet Feb 21 Ord Feb 21  
BRUMELL, HENRY PEARHNT, Tunbridge Wells, Coach Builder Tunbridge Wells Pet Feb 6 Ord Feb 22  
CAMBER, DONALD GORDON, Brighton Brighton Pet Feb 22 Ord Feb 22  
COHEN, JOSEPH, King William st High Court Pet Jan 3 Ord Feb 15  
DANE, HENRY, Heathfield, Sussex, Beerhouse Keeper Eastbourne Pet Feb 18 Pet Feb 22  
DAVIES, DAVID M, Swansea, Commission Agent Swansea Pet Jan 25 Ord Feb 22  
DAVIES, GRIFFITH, Carmarvon, Shoemaker Bangor Pet Feb 22 Ord Feb 23  
FARRIER, JOHN GEORGE, Newcastle on Tyne, Provision Merchant Newcastle on Tyne Pet Feb 15 Ord Feb 21

FILEB, ALBERT, Horfield, Bristol, Builder Bristol Pet Feb 14 Ord Feb 23  
GARDNER, ARTHUR ROBERT, Croydon, Draper Croydon Pet Feb 15 Ord Feb 20  
GRAY, THOMAS, Rochdale, Mattress Maker Rochdale Pet Feb 21 Ord Feb 21  
GREEN, MAX, Hessel st, Commercial rd East, Provision Dealer High Court Pet Feb 15 Ord Feb 15  
HOBBS, ARTHUR GREYSTON, Leicester, Shorthand Writer Leicester Pet Feb 22 Ord Feb 22  
HODGKINSON, ARTHUR, Derby, Butcher Derby Pet Feb 22 Ord Feb 22  
JAMES, DAVID, Tregaron, Cardigan, Printer's Manager Carmarthen Pet Feb 23 Ord Feb 23  
KIRKHOPE, ARCHIBALD, Portmadoc, Baker Portmadoc Pet Feb 21 Ord Feb 21  
MURRAY, CHARLES HENRY, South Molton, Devon, Licensed Victualler Barnstaple Pet Feb 24 Ord Feb 22  
PAGE, ALBERT JAMES ELLIS, Kingston on Hull, Coal Merchant Kingston on Hull Pet Feb 21 Ord Feb 21  
PARK, JOHN THOMAS, Manchester, Wine Merchant Manchester Pet Feb 23 Ord Feb 23  
PAYNTER, JOHN ARTHUR, High Court Pet Sept 5 Ord Feb 20  
PEACOCK, ARTHUR WILLIAM, Upper Brighton, Cheshire, Motor Engineer Birkenhead Pet Feb 6 Ord Feb 21  
PECK, FRANCIS, Beddingfield, Suffolk, Builder Ipswich Pet Feb 21 Ord Feb 21  
PILCH, STANLEY, Gt Yarmouth, Draper Gt Yarmouth Pet Feb 23 Ord Feb 23  
POOLEY, ANDREW MELVILLE, Paternoster row, Publisher High Court Pet Nov 23 Ord Feb 20  
PYL, CHARLES WILLIAM, Exeter, Fawcett Exeter Pet Feb 12 Ord Feb 22  
REES, HOWELL, and EPOCH REES, Whitland, Carmarthen, Builders Pembroke Dock Pet Feb 21 Ord Feb 21  
REEVES, H, Brighton Brighton Pet Sept 5 Ord Feb 21  
RICHARDS, JAMES, Aberystwyth, Glam, Fish Merchant Neath Pet Feb 21 Ord Feb 21  
SCHMIDT, ARTHUR GORDON, Instow, Devon Barnstaple Pet Feb 22 Ord Feb 23  
SCHWALBE, GEORGE ARTHUR, and HUGO MAIENTHAU, Regent st, Jewellers High Court Pet Oct 31 Ord Feb 23  
SHANN, JOHN HALLIWELL, Harborne, Staffs, Commercial Traveller Birmingham Pet Feb 19 Ord Feb 21  
SHORTLAND, HERBERT, Irlthlingborough, Northampton, Fruiterer Northampton Pet Feb 20 Ord Feb 20  
SIMPSON, RICHARD HENRY, Halifax, Potato Merchant Halifax Pet Feb 22 Ord Feb 20  
SMITH, ALFRED ARTHUR, Portsea, Hants, Licensed Victualler Portsmouth Pet Feb 20 Ord Feb 20  
SPROON, BENJAMIN, Newcastle on Tyne, Commission Agent Newcastle on Tyne Pet Feb 13 Ord Feb 21  
STALLARD, WILLIAM DUTTON, Malvern, Worcester, Butcher Worcester Pet Feb 22 Ord Feb 22  
STEVENS, WILLIE ALFRED, Newton rd, Bayswater, Builder High Court Pet Feb 22 Ord Feb 22  
VAUGHAN, AGNES, Leeds Leeds Pet Feb 20 Ord Feb 20  
WHITE, ARTHUR WILLIAM LOUIS, and FRYON CORNWELL JOHNSON, Walton on Thames, Ironmongers Kingston, Surrey Pet Jan 23 Ord Feb 21  
WILD, THOMAS WILLIAM, Swindon, Yorks, Joiner Wakefield Pet Feb 21 Ord Feb 21  
WINDERS, WALTER, Mankville pl, Builder High Court Pet Dec 21 Ord Feb 20  
WRIGHT, FRANK WILDEY, Duke st, Adelphi, Solicitor High Court Pet Jan 9 Ord Feb 14

Amended notice substituted for that published in the London Gazette of Jan 18 is

GROEN, NICHOLAS FREDERICK PETER, Pinner, Advertising Agent St Albans Pet Jan 14 Ord Jan 14

#### SCALE OF CHARGES FOR ADVERTISEMENTS OF WANTS, Situations, Partnerships, Money, Offices, Houses, &c., offered or required.

	Once.	2.	3.
20 Words	1s. 6d.	2s. 6d.	3s. 6d.
30 "	2s. 6d.	4s. 6d.	7s. 6d.
40 "	3s. 6d.	6s. 6d.	10s. 6d.

**TO SOLICITORS.**—A grand Suite of Five Rooms and Strong Room, on first floor, in Bedford-row; additional two rooms can be had on second floor if required.—Full particulars and orders to view apply Estate Office, Ormond Mansions, Great Ormond-street, W.C.

**TO SOLICITORS.**—A Gentleman just entering the Profession can have Use of Furnished Office, with a probability of good results; terms can be arranged at interview.—Apply by letter to ESTATES, Ormond Mansion, Great Ormond-street, W.C.

**MORTGAGE INVESTMENTS.**—Messrs. MAY & BOWDEN have decided to develop further this class of business, and will therefore be glad to see both Borrowers and Lenders; only good-class securities dealt with; no flats or weekly property.—Offices: 27, Maddox-street, W.

**FREEHOLD GROUND-RENTS Wanted** by Trustees, secured upon a good class of property of not less annual value than £40, or Shops; no licensed properties, weeklies, or flats entertained.—Trustees, care of E. H. Behrend, Esq., Solicitor, Clun House, Surrey-street, Strand.

**FREEHOLD GROUND-RENTS of £180, £170, £110, £125, £225, £275, amply secured upon City Warehouse Premises, to be Sold.**—For full particulars apply to W. BURNELL TUBBS, Surveyor, 68 and 69, Shoe-lane, E.C. Telephone, 3755 Central.

## S. AGNES' CENTRAL TRAINING HOME FOR RESCUE WORKERS.

### APPEAL.

The Committee of S. Agnes' Central Training Home for Rescue Workers have, after careful consideration, decided to make an APPEAL for HELP towards enabling them to procure a house better suited for the purpose than the present one, and with more possibilities for extension as the work develops. S. Agnes' House has since it was first opened in 1901 received forty-six ladies for training, thirty-three of whom have definitely taken up rescue work in various districts; 403 visits have also been paid to the Home by those requiring rest or further experience and advice; and now the need is imperatively felt that those in training should have rooms apart from the visitors, in order that they may be more able to give their whole time to the work in which they are engaged; they have diaries, reports, and accounts to make up in the evenings, and should have study in the mornings before going out to their work, and these are exceedingly difficult to combine together with the freedom and open conversation of the common sitting-room. In addition to this need, there is also wanted a small waiting-room for persons coming for appointments, to whom it is often an embarrassment to be shown into a room full of workers; and, again, another small room is much needed in which the staff can do their work or interview their workers. More bedrooms, too, are frequently in demand, and rooms have often to be engaged in the houses round, so diverting the income. The Committee have before them now an offer of a freehold property, valued at £5,000, in a convenient locality for workers, and with ground sufficient to allow for future enlargement when necessary, and also for the site for a permanent Chapel. It seems a large sum for the purchase, but the facts that it is freehold and within possible reach of the work and the workers are reasons which make it appear worth the effort; and those who have been interested in the Central Home, or have been members of the Committee since first it was opened, and who have seen how rapidly the work has developed, are unanimous in their opinion that if a fresh move can be made it should this time be able to promise capable of further development and extension as need shall require.

The Appeal has our approval and hearty support:

A. F. LONDON.

GEORGE S. ANDREWS, Primus of the Scottish Church.

C. G. STENEY.

GEORGE BODY, Canon of Durham.

Donations may be paid to Mrs. Ruspini, or to Miss Croket, Hon. Treasurer, 6, Clifton-gardens, W., or to the Central Training Home Extension Fund, London and County Bank, 1, Connaught-street, W.

**FREEHOLD GROUND-RENTS, in Parcels, from £5-£1,000 per annum, at prices ranging from 20 years' purchase.**—Messrs. BOYTON, SONS, & TREVOR beg to notify intending Buyers that in nearly every case they have been appointed Sole Agents, and that consequently no "hawked" Securities will be distributed.—Particulars of likely Lots sent upon receipt of a line, stating requirements, to the Auction Office, 70, Coleman-street, E.C.

**MONEY—FROM £50 to £5,000.**—Would any responsible Gentleman, in Town or Country, be willing to pay a fair rate of interest for an IMMEDIATE ADVANCE OF CASH upon their own PROMISSORY NOTE, without Security, Publicity, or fees, and strictly private.  
Call or write to the Actual Lenders,  
**J. WESTON & CO.,**  
PRIVATE BANKERS,  
35 & 31, DUKE STREET, PICCADILLY, LONDON, W.

**£500—£5,000.**—Sixty-three Officers and Gentlemen Require Out-of-door Occupations, or Active Employment in Profit-earning Careers; no new business scheme or invention, however promising, need apply.—Major F. E. V. TAYLOR, The Officers' Employment Bureau, 14, Belfast-chambers, Beak-street, Regent-street.

**BRAND'S ESSENCE OF BEEF, ALSO OF CHICKEN, MUTTON, and VEAL, FOR INVALIDS.**

Price Lists of Invalid Preparations free on application to

**BRAND & CO., Ltd., MAYFAIR, W.**

**MADAME TUSSAUD'S EXHIBITION.**—REALISTIC TABLEAU, THE BURNING OF BOME. Mr. Beecham Tree in the character of Nero. Lifelike Portrait Model of the late Sir Wilfrid Lawson. Open 9 till 10.

## PRUDENTIAL ASSURANCE COMPANY, LIMITED.

CHIEF OFFICE:

HOLBORN BARS, LONDON.

Invested Funds exceed £63,000,000.

Summary of the Report presented at  
the Fifty-eighth Annual Meeting,  
held on 7th March, 1907.

### ORDINARY BRANCH.

The number of policies issued during the year was 79,942, assuring the sum of £7,529,031 and producing a new annual premium income of £424,145. The premiums received during the year were £4,290,971, being an increase of £167,653 over the year 1905. The claims of the year amounted to £1,947,444. The number of deaths was 7,656, and 8,686 endowment assurances matured.

The number of policies in force at the end of the year was 807,218.

### INDUSTRIAL BRANCH.

The premiums received during the year were £6,499,028, being an increase of £359,978. The claims of the year amounted to £2,376,863. The number of deaths was 260,941, and 3,342 endowment assurances matured. The number of free policies granted during the year to those policy-holders of five years' standing and upwards who desired to discontinue their payments was 120,198, the number in force being 1,194,432. The number of free policies which became claims during the year was 28,034.

The total number of policies in force at the end of the year was 16,764,654; their average duration exceeds eleven years.

The assets of the Company, in both branches, as shown in the balance sheet, are £63,887,008, being an increase of £4,422,632 over those of 1905.

The increase granted early in the year under the principal Industrial Branch tables, to provide for which £750,000 was transferred from reserve, affected nearly thirteen million policies, ten millions of which received an immediate increase in the sum assured. The Directors are glad to say that the alteration has been highly appreciated, and has resulted in a large accession of new business.

As the shareholders are aware, the Directors have on many occasions granted extended benefits to Industrial Branch policyholders. The total cost of these benefits already exceeds £4,000,000. It is the intention of the Directors to continue this policy, and if possible to establish it upon a more definite basis.

For each of the past ten years a reversionary bonus at the rate of £1 10s. per cent. on the original sums assured has been added to all classes of participating policies in the Ordinary Branch issued since the year 1876. The Directors are now pleased to announce a reversionary bonus at the rate of £1 12s. per cent.

Messrs. Deloitte, Plender, Griffiths, & Co. have examined the securities, and their certificate is appended to the balance sheets.

FREDK. SCHOOLING, D. W. STABLE,  
Actuary. Secretary.  
THOS. C. DEWEY, General Manager.

The full Report and Balance Sheet can be obtained upon application.

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